



El Camino Charter High School

Regular Board meeting

Date and Time

Thursday February 24, 2022 at 4:30 PM PST

Location

Virtual

REGULAR BOARD MEETING

For board meeting materials, please go to the school's main office, or call (818) 595-7500. Some board meeting materials are also posted on the school's website (<https://ecrchs.net> - click the ECR Board tab).

VIRTUAL BOARD MEETING

The meeting of the Board of Directors will take place via a virtual/teleconferencing environment based on the following:

1. California Assembly Bill 361, signed into law on September 16, 2021;
2. Governor Newsom's State of Emergency Declaration issued on March 4, 2020; and
3. County of Los Angeles Department of Public Health's recommendation that social distancing be maintained in schools.

To join the virtual Board meeting, please register through GoToWebinar at:

Registration URL: <https://attendee.gotowebinar.com/register/4723913591424836620>

Webinar ID: 238-222-851

You must register for the event (note you do not need to enter your legal name to participate). Once registered, you can attend the meeting through the online link, or by telephone (a call-in number and audio PIN will be provided after you register and prior to the meeting).

PUBLIC COMMENTS

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Consent Agenda: All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them. The Executive Director recommends approval of all consent agenda items.

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Agenda

	Purpose	Presenter	Time
I. Opening Items			4:30 PM
Opening Items			
A. Call the Meeting to Order		Brad Wright	1 m
B. Record Attendance and Guests		Kurt Lowry	1 m
C. Pledge of Allegiance		David Hussey	3 m
D. Public Comments		Public	30 m
E. AB 361 Vote on Virtual Board Meetings	Vote	Brad Wright	5 m

	Purpose	Presenter	Time
The Board will vote on whether or not to continue having Board Meetings virtually as outlined in AB 361.			
F. UTLA Update		UTLA Representative	15 m
G. Executive Director Update		David Hussey	15 m
H. Chief Business Officer Update		Gregory Wood	15 m
I. Committee Updates	Discuss	Brad Wright	5 m
J. Board Chair Report		Brad Wright	15 m
II. Consent			6:15 PM
A. Approve Minutes of January 27, 2022, Regular Board Meeting	Approve Minutes	Brad Wright	1 m
B. Review and Vote on January 2022 Check Registers	Vote	Gregory Wood	5 m
ACTION ITEM: motion to approve the January 2022 check registers.			
C. Review and Vote on January 2022 Credit Card Charges	Vote	Gregory Wood	5 m
ACTION ITEM: motion to approve the January 2022 Credit Card charges.			
III. Investment			6:26 PM
A. Investment Update	Discuss	G. Wood/M. Breller	10 m
ECR CBO Gregory Wood, and Mike Breller, Managing Partner of Beacon Pointe, will provide an update on ECR's current and possible future investments.			
IV. Financial			6:36 PM
A. January 2022 Financial Update	Discuss	Gregory Wood	10 m
ECR CBO Gregory Wood will present the January 2022 Financial Update.			
B. 2020-2021 Audit Report	Discuss	G. Wood/V. Pineda	5 m
Gregory Wood, CBO, and ECR Auditor, Vanessa Pineda, of Christy White, and Associates, Inc., will present the recently completed 2020-2021 Audit Report.			
C. Discuss the Possibility of Creating a Capital Reserve Account and Need to Designate Some Unrestricted Funds Amount(s) to this newly Proposed Designated Account.	Discuss	Gregory Wood	15 m
Mr. Wood, CBO, will discuss the possibility of creating a Capital Reserve Account and the need to designate some unrestricted funds amount(s) to this newly proposed designated account.			
V. School Business			7:06 PM
A. Possible Employee Request for Board to Hear Statement of Charges that Cause Exists	Discuss	David Hussey	10 m

	Purpose	Presenter	Time
Supporting Dismissal/Termination from Employment			
The Board will hear a possible employee request to have read a statement of charges that cause exists supporting dismissal/termination from employment.			
B. Discuss Local Control Accountability Plan (LCAP) Annual Supplement Mid-Year Report	Discuss	David Hussey	10 m
The Board will discuss ECRCHS's Local Control Accountability Plan (LCAP) Annual Supplement Mid-Year Report			
C. Discuss and Vote on Updates to the 2021-22 Parent Student Handbook	Vote	Kurt Lowry	15 m
Discuss and vote on updates to the 2021-22 Parent Student Handbook, including updates to the following policies:			
<ul style="list-style-type: none"> · Appendix A: Computer Usage Policy and Acceptable Use Policy · Appendix C: Independent Study Policy · Appendix D: Special Education Policy · Appendix I: Student Search and Seizure Policy · Appendix J: Free and Reduced-Price Meals Policy · Appendix K: Transportation Safety Plan · Appendix L: Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy · Appendix M: Grounds for In-School Suspension, Out-of-School Suspension and Expulsion · Appendix N: Senior Prom Attendance Policy · Appendix O: Immunization Policy · Appendix P: Administration of Medication Policy · Appendix Q: Comprehensive Sexual Health Education Policy · Appendix S: Parental Involvement Policy · Appendix T: Uniform Complaint Policy and Procedures · Appendix U: Educational Records and Student Information Policy · Appendix V: Lost or Damaged Textbook Policy · Appendix X: Student Freedom of Speech and Expression Policy 			
D. Discuss and Vote on Closure of Paycheck Protection Program (PPP) Account and Reallocation of Funds	Vote	Gregory Wood	5 m
Gregory Wood, CBO, will lead a discussion and vote on closure of ECR's Paycheck Protection Program (PPP) Bank Account and Reallocation of Funds.			
E. Discuss and Vote Multi-Year Renewal for Internet Service Provider Main Campus and Shoup.	Vote	David Hussey	10 m
Mr. Hussey, Executive Director, will lead a discussion about and vote on a proposed Multi-Year Renewal for Internet Service Provider to ECR's Main Campus and Shoup Campus.			
PROPOSED MOTION: Approve the 5GB Internet line from ATT and Spectrum for the main campus and 1GB internet line from Spectrum for the Shoup campus.			
F. Discuss and Vote on 1:1 Laptops for Incoming Freshmen 2022-2023 School Year	Vote	David Hussey	10 m
Mr. Hussey, Executive Director, will lead a discussion and vote on a proposal to provide 1:1 laptops for incoming freshmen beginning with the 2022-2023 school year.			
Proposed Motion: Approve the purchase of the qty. 1000 Lenovo 300e laptops for incoming freshmen 2022-2023 School Year.			

	Purpose	Presenter	Time
G. Discussion and Vote on Proposed Revised Salary Table for Licensed Vocational Nurse (LVN) position.	Vote	David Hussey	10 m

Mr. Hussey, Executive Director, will lead a discussion about and vote on a proposed revised Salary Table for Licensed Vocational Nurse (LVN) position.

H. Discussion and Vote on Proposed 2022-2023 Budget Planning Calendar	Vote	Gregory Wood	10 m
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Gregory Wood, CBO, will lead a discussion and vote on the proposed 2022-2023 Budget Planning Calendar.

I. Discussion of Food Services Update and Vote on Request for Proposals (RFP) as Relate to Food Services	Vote	Gregory Wood	10 m
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Mr. Wood, CBO, will provide an update on Food Services and lead a vote on the Request for Proposals process.

J. Discuss and Vote on the Proposed 2022-23 School Calendar	Vote	David Hussey	5 m
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Mr. Hussey, Executive Director, will lead a discussion and vote on the Proposed 2022-2023 School Calendar.

VI. Closed Session 8:41 PM

A. Public Employee Discipline/Dismissal/Release	Vote	David Hussey	15 m
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Public employee(s) discipline / dismissal / release pursuant to paragraph (1) of subdivision (b) of Government Code Section 54957.

B. Conference with Legal Counsel - Anticipated Litigation	Discuss	David Hussey	10 m
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Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: Two (2) cases.

C. Conference with Legal Counsel - Existing Litigation	Discuss	David Hussey	5 m
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Paragraph (1) of subdivision (d) of Section 54956.9
Name of case: **Roe vs. ECRA, Department of Industrial Relations, State Case Number WC-CM-763048]**

D. PUBLIC EMPLOYEE PERFORMANCE EVALUATION: Executive Director	Discuss	Brad Wright	10 m
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E. Conference with Labor Negotiators	Discuss	Brad Wright	20 m
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Agency Designated Representatives: Executive Director, David Hussey; Chief Business Officer, Gregory Wood; Director, Human Resources and Compliance, Kurt Lowry; Legal Counsel, Roger Scott.

Employee Organization: United Teachers Los Angeles (UTLA)

VII. Reconvene to Open Session 9:41 PM

	Purpose	Presenter	Time
A. Report on Actions Taken in Closed Session, If Any	Discuss	Brad Wright	1 m
VIII. Closing Items			9:42 PM
A. Adjourn Meeting	Vote	Brad Wright	1 m

Coversheet

Chief Business Officer Update

Section: I. Opening Items
Item: H. Chief Business Officer Update
Purpose: FYI
Submitted by:
Related Material: Agenda Item I.G -CBO Report ADA 02.24.22 (1).pdf
Cafeteria_Profit__Loss_YTD_January_2022_1_.pdf

ECRCHS ENROLLMENT and ADA for 2021-2022

2021-2022									
Instructional Days	2020-2021	19	18	20	14	19	19	2021-22 Mo 5 YTD ADA	Prior Yr ADA
	2021-2022	20	16	20	14	19	19	108	109
		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	353,737	316,504
								3,275.34	2,903.71
Enrollment									
Regular									
								3,427.60	

(152.26) ADA Below Current Budget

Current Year	3,555	3,550	3,541	3,536	3,526	3,523	\$ (1,613,929)	Potential ADA \$ Reduction
Prior Year	3,644	3,653	3,645	3,640	3,633	3,624		
Budget	3,604	3,604	3,604	3,604	3,604	3,604		

ADA

Current Year	66,128	54,293	66,034	45,937	60,812	60,533	
Independent Study	1,688	1,822	2,434	1,832	2,336	2,644	
Prior Year	66,717	64,689	57,132	47,156	63,645	63,645	
ADA (per month)	3,306.40	#####	3,301.70	3,281.21	3,200.63	3,185.95	YTD ADA %
ADA %	93.0%	95.6%	93.2%	92.8%	90.8%	90.4%	92.5%
Budget-2021-2022	3,427.60	#####	3,427.60	3,427.60	3,427.60	3,427.60	
ADA % (vs.20/21)	96.4%	96.7%	97.1%	96.1%	96.2%	97.0%	96.6%

By Grade Level							
2021-2022							
9th	838	838	834	835	835	837	
10th	886	882	874	870	879	875	
11th	923	916	919	919	907	907	
12th	908	914	914	912	905	904	
Enrollment	3,555	3,550	3,541	3,536	3,526	3,523	

By Grade Level							
2020-2021							
9th	910	916	913	913	919	918	
10th	941	942	941	941	938	936	
11th	909	910	904	904	909	907	
12th	884	885	883	882	867	863	
Enrollment	3,644	3,653	3,641	3,640	3,633	3,624	

Enrollment Loss							
9th	-72	-78	-79	-78	-84	-81	
10th	-55	-60	-67	-71	-59	-61	
11th	14	6	15	15	-2	0	
12th	24	29	31	30	38	41	
	-89	-103	-100	-104	-107	-101	

**ECRCHS Cafeteria
Financial Summary
SY 2022**

	21	17	18	21	16	13	14	120		180
# of Serving Days # of Instructional Days	21	17	18	21	16	13	14	120	Projected	BUDGET
Month	July-2021 *	August-21	September-21	October-21	November-21	December-21	January-22	FY 2022	FY22	FY 2022
Students Approved for FRPM	974	1,142	1,241	1,190	1,212	1,225	1,240	1,241		
Breakfast Count	2,337	5,492	9,278	13,881	11,818	7,862	9,449	60,117	90,176	89,527
Lunch Count	2,337	10,026	12,932	17,507	14,824	11,615	12,708	81,949	120,192	134,340
Total Meals Served	4,674	15,518	22,210	31,388	26,642	19,477	22,157	142,066	210,367	223,867
Ave. Meals /Day	223	913	1,234	1,495	1,665	1,498	1,583	1,184	1,169	1,022
REVENUE:										
Federal Reimbursement	\$ 15,845	\$ 56,811	\$ 78,681	\$ 109,768	\$ 93,104	\$ 69,508	\$ 82,595	\$ 506,313	\$ 759,469	\$ 685,955
State Reimbursement	\$ 1,162	\$ 3,859	\$ 5,524	\$ 7,806	\$ 6,626	\$ 4,844	\$ 5,510	\$ 35,332	\$ 52,998	\$ 54,735
CNIPS Claim	\$ 17,007	\$ 60,671	\$ 84,205	\$ 117,575	\$ 99,730	\$ 74,352	\$ 88,105	\$ 541,645	\$ 812,467	\$ 740,691
CNIPS (COVID rate increase)										
Snacks/Seconds	\$ -	\$ 5,480	\$ 6,926	\$ 7,444	\$ 5,096	\$ 2,719	\$ 3,519	\$ 31,185	\$ 45,738	\$ 125,222
Adult/non-reimbursable	\$ -	\$ -	\$ -	\$ 696	\$ 1,979	\$ 1,586	\$ 1,522	\$ 5,783	\$ 8,481	\$ 5,848
Other Revenue	\$ -	\$ 5,480	\$ 6,926	\$ 8,141	\$ 7,075	\$ 4,305	\$ 5,042	\$ 36,968	\$ 54,219	\$ 131,070
Total Revenue	\$ 17,007	\$ 66,151	\$ 91,131	\$ 125,715	\$ 106,805	\$ 78,657	\$ 93,147	\$ 578,612	\$ 866,686	\$ 871,760
EXPENSES:										
Chartwells - Food Cost	\$ 6,569	\$ 25,858	\$ 35,676	\$ 48,224	\$ 41,124	\$ 30,381	\$ 34,191	\$ 222,023	\$ 333,035	\$ 419,442
Chartwells - Labor Cost	\$ 8,708	\$ 34,277	\$ 47,292	\$ 63,846	\$ 54,513	\$ 40,273	\$ 45,323	\$ 294,231	\$ 441,347	\$ 555,306
Chartwells Invoice-Gross	\$ 15,277	\$ 60,134	\$ 82,968	\$ 112,070	\$ 95,637	\$ 70,654	\$ 79,515	\$ 516,254	\$ 774,382	\$ 974,748
Commodities Credit	\$ -	\$ (6,993)	\$ (1,578)	\$ (6,678)	\$ -	\$ (1,630)	\$ (483)	\$ (17,361)	\$ (26,042)	\$ (64,526)
Chartwells Invoice-NET	\$ 15,277	\$ 53,142	\$ 81,390	\$ 105,391	\$ 95,637	\$ 69,023	\$ 79,032	\$ 498,893	\$ 748,340	\$ 910,222
FDP/USDA - Food Shipping Invoice	\$ -	\$ -	\$ 835			\$ 687		\$ 1,522	\$ 2,283	\$ 4,913
Total Expense	\$ 15,277	\$ 53,142	\$ 82,225	\$ 105,391	\$ 95,637	\$ 69,710	\$ 79,032	\$ 500,415	\$ 750,622	\$ 915,135
Net Gain/Loss - (Learning Loss)	\$ 1,730	\$ 13,009	\$ 8,906	\$ 20,324	\$ 11,168	\$ 8,946	\$ 14,115	\$ 78,197	\$ 116,064	\$ (43,375)
Net Per Meal	\$ 0.37	\$ 0.84	\$ 0.40	\$ 0.65	\$ 0.42	\$ 0.46	\$ 0.64	\$ 0.55	\$ 0.55	

Coversheet

Approve Minutes of January 27, 2022, Regular Board Meeting

Section: II. Consent
Item: A. Approve Minutes of January 27, 2022, Regular Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Regular Board Meeting on January 27, 2022

APPROVED



El Camino Real Charter High School

Minutes

Regular Board Meeting

Date and Time

Thursday January 27, 2022 at 4:30 PM

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Directors Present

Alexandra Ramirez (remote), Brad Wright (remote), Daniela Lopez-Vargas (remote), Danielle Malconian (remote), Linda Ibach (remote), Steven Kofahl (remote)

Directors Absent

None

Guests Present

David Hussey (remote), Gregory Wood (remote), Kurt Lowry (remote)

I. Opening Items

A. Call the Meeting to Order

Brad Wright called a meeting of the board of directors of El Camino Real Charter High School to order on Thursday Jan 27, 2022 at 4:31 PM.

B. Record Attendance and Guests

Ms. Ibach informed the board prior to the meeting that she would arrive approximately 30 minutes late.

It is noted elsewhere in the Minutes when Ms. Ibach arrived and when she cast votes.

C. Pledge of Allegiance

Ms. Lopez-Vargas led the Pledge of Allegiance.

D. Public Comments

Dr. Lowry reported that he received no requests for Public Comments and no meeting attendee requested to make a verbal comment.

E. AB 361 Vote on Virtual Board Meetings

Danielle Malconian made a motion to to vote on whether or not the ECRA Board will continue to convene Board Meetings in a virtual format as outlined in AB 361.

Daniela Lopez-Vargas seconded the motion.

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

Roll Call

Daniela Lopez-Vargas	Aye
Danielle Malconian	Aye
Brad Wright	Aye
Alexandra Ramirez	Aye
Steven Kofahl	Aye
Linda Ibach	Absent

F. UTLA Update

Mr. Monroy, UTLA Chapter Co-Chair, provided the UTLA update. He shared that UTLA stands in solidarity with its AFSCME colleagues who will soon enter contract negotiations with ECRA. Mr. Monroy expressed hope that negotiations would not be dragged out by ECRA out of respect for AFSCME members. Mr. Monroy concluded by asking rhetorically why, if students and teachers are back in classrooms, the ECRA Board continues to conduct meetings in a virtual format.

G. Executive Director Update

Mr. Hussey, Executive Director, provided his Executive Director Update. He wished all stakeholders a Happy New Year and acknowledged the prevalence of the COVID-19 Omicron variant. He noted that last week, ECR's positivity rate was 1.8% and this week the rate was .8%. He thanked his team and stakeholders for their efforts with testing, contract tracing, etc.

Mr. Hussey then discussed noted that ECR is in process of preparing for its accreditation audit through the Western Association of Schools and Colleges (WASC), which will occur in February of 2023 (next academic year). Mr. Hussey noted that five focus groups have been established to begin their work and that the school will provide ongoing updates to the ECRA Board and/or others as the school moves forward with WASC preparations. Mr. Hussey concluded by wishing that all remain healthy.

H. Chief Business Officer Update

Mr. Wood, CBO, provided the CBO report:

First, he provided an update on ECR's Investments portfolio, with highlights as follow:

* Portfolio is comprised of OPEB and General Fund investment.

Re: OPEB:

* OPEB account YTD valued at \$23,414,747.

* OPEB began the year at \$21,250,357

* OPEB YTD Contributions = \$1,320,000

* OPEB Gains of \$844,390

* OPEB Investment Change = 4%

* OPEB Total Change = 10.2% (includes ECR monthly contributions)

Mr. Wood noted that Mr. Breller, Beacon Pointe Fund Manager, will make a more comprehensive presentation at the FEB. Finance and Investment Committee Meeting and at the Regular FEB. Board Meeting for a full perspective our investments account(s).

Next, Mr. Wood provided the Enrollment and ADA Update:

He noted that we've finished 89 instructional days through month five. Some highlights include lack of attendance, YTD = 93.2%, below regular attendance levels. 124.89 ADA Below normal and projected \$1.3M in lost ADA funds to the school. These monthly updates, he noted, will continue to reflect any increase or decrease in attendance and that attendance funding will be locked in at month 8. Mr. Wood noted that the State of CA is looking at possible alternative attendance funding models to use in the next year and that this possibility might result in a more favorable ADA funding revenue stream for ECR.

Mr. Wood then discussed and reviewed a proposed budget calendar for 2022-2023, including timelines and topics included that comprise the budget planning purposes. He noted that this proposed Calendar had been presented to the Finance and Investment Committee Meeting a week ago and that the Committee had recommended that the proposed draft be presented at today's board meeting for comment prior to then being taken back to the Finance and Investment Committee on or about Feb. 17th, before a vote on a Final Version of the calendar by the full ECRA Board at the next Regular Board Meeting on February 24th. The purpose of the calendar is to support doing things a little different and to improve our budgeting process as we prepare for next year.

Mr. Wood then reviewed the Cafeteria update during which he noted that the cafeteria is being run in a positive manner with all meals served, regardless as to whether or not a student's identified status reduced, free, or paid. Cafeteria is currently operating with a surplus of \$64K. The use of those funds must remain within Cafeteria usage, so we are considering the purchase of cafeteria equipment. Mr. Wood noted that as of December 2021, there are 1,225 students approved for Free and Reduced Price Meals which comprises 34.7% of the ECR student body population. This percentage of identified students also informs additional funding for the school. Lastly, Mr. Wood noted that ECR will be submitting an RFP for Food Service Management Contract proposals as must be done every five years.

I. Committee Updates

Updates were provided for the following Committees:

Board Capitalization Projects AD HOC Committee:

Ms. Malconian noted that the committee had met and reviewed a presentation that included projects planned and those that are currently underway.

Finance and Investment STANDING Committee:

Ms. Malconian noted that the Committee would like to recommend a vote by the full ECRA Board Meeting on February 24th to consider setting aside \$5M of unrestricted monies for capital projects and to open up an investment account in which to deposit those funds and from which the Board would set aside any investment gains for capital projects funding.

Mr. Wood noted that this topic has been discussed previously and because of limits to general funds possibly by the State and out of consideration of the School's multitude of capital projects needs, the idea is a good one and the idea would be to set aside unrestricted funds into a deferred maintenance or capital projects funding account/line.

Ms. Malconian added the additional idea is to grow the fund in order to continue to support the school for the long term.

J. Board Chair Report

Board Chair Wright invited fellow Board Members to share any items or feelings they might have.

Board Members present passed. Mr. Wright noted that the ECRA Board is a volunteer board that supports all ECR Stakeholders, that it does not take sides and that is a team that works together to make things better for our students.

II. Consent

A. Approve Minutes of January 12, 2022, Special Board Meeting

Steven Kofahl made a motion to approve the minutes from Special Board Meeting on 01-12-22.

Daniela Lopez-Vargas seconded the motion.

Ms. Ibach arrived to the meeting after this vote occurred. It is noted that she had informed the ECRA Board prior to the meeting that she would arrive approximately 20-30 late to the meeting.

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

Roll Call

Steven Kofahl	Aye
Danielle Malconian	Aye
Daniela Lopez-Vargas	Aye
Brad Wright	Aye
Alexandra Ramirez	Aye
Linda Ibach	Absent

III. Financial

A. Review and Vote on December 2021 Check Registers

Steven Kofahl made a motion to Vote to Approve the December 2021 Check Registers.

Daniela Lopez-Vargas seconded the motion.

Mr. Wood reviewed the December 2021 Check Registers prior to the vote.

Ms. Ibach did not cast a vote for this item as she had not yet joined the meeting.

She had informed the Board prior to the meeting that she would arrive at the meeting approximately 20-30 minutes late.

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

Roll Call

Danielle Malconian	Aye
Daniela Lopez-Vargas	Aye
Linda Ibach	Absent
Brad Wright	Aye
Alexandra Ramirez	Aye
Steven Kofahl	Aye

B. Review and Vote on December 2021 Credit Card Charges

Daniela Lopez-Vargas made a motion to Vote to Approve the December 2021 Credit Card Charges.

Steven Kofahl seconded the motion.

Mr. Wood reviewed the December 2021 Credit Card Charges prior to the vote.

Ms. Ibach arrived at the meeting at approximately 5:02 p.m. and in time to hear Mr. Wood's review of this item and to cast her vote in favor of the motion.

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

Roll Call

Linda Ibach	Aye
Steven Kofahl	Aye
Danielle Malconian	Aye
Alexandra Ramirez	Aye
Daniela Lopez-Vargas	Aye
Brad Wright	Aye

C. December 2021 Financial Update

Mr. Wood presented the Financial Update. He noted that this information had been presented at the Finance and Investment Committee Meeting last week by John Arndt of ICON School Management, so he would provide a few highlights here, which included the following highlights for each slide:

Balance Sheet:

Mr. Wood highlighted Unrestricted Net Assets in the amount of \$19,112,921 some of which might be looked at for other uses.

Cash Analysis:

Mr. Wood noted that this slide shows where cash resides and in which account. Mr. Wood noted that two lines are listed as OPEB, which are technically not considered unrestricted cash, but is restricted cash in the OPEB account.

Profit and Loss (Summary):

Mr. Wood noted that the first column is the June 2021 adopted budget, the next item is the adjusted 1st interim budget, the third column is the YTD through December 2021, and the fourth column is the PYTD, which affords a comparison between this year's and last year's YTD at the same time (December 2020 vs. December 2021). Mr. Wood noted that we continue to be in line with our 1st interim budget and we are ahead of where we were last year at this time.

Profit and Loss (YTD):

Mr. Wood reviewed revenues, expenditures, net income and net income before fair market value adjustment. Slide Highlights also include: In-person instruction and sports activities will incur additional expenses with the re-opening of school. Additional CARES Related expenses for 21-22 will also increase expenses. PPP Loan Forgiveness accounts for the substantial increase in Actual YTD Dec. 2021 Federal Revenue increase. Employee Benefits decrease due to STRS Refund. Books and Supplies account for higher than normal increase in expenditures this year.

Budget Comparison (YTD):

Mr. Wood reviewed both Revenues and Expenditures. Highlighted slide notes include: Lottery Amounts increased. SEF Tax Rate went down from 1.23% to .50% which constitutes a savings. SPED Rates are projected to increase from \$689 State and \$267 Federal. Salary Adjustments will occur ahead of the 2nd Interim Budget. Lower enrollment/ADA from 21-22 Adopted Budget is approximately \$1M. Mr. Wood noted that Books and Supplies budgets will not reflect nearly as much spending at the end of the year as they did at the beginning of this year.

Department Budgets (4000s):

Mr. Wood reviewed the budget expenditures for Approved Textbooks & Core Curricula Materials, of which 99.60% of funds have been spent by Departments. Mr. Wood then reviewed expenditures for the Instructional Materials & Supplies Accounts for various departments, noting that an approximate 76% of Adopted Budget for these items had been spent/used. This is updated monthly.

Other Matters: Audited Financials for 2020-2021 are due on Monday, Jan. 31st, 2022, due to Education Code 41020(h) and we will file on time. At the appropriate time, the auditor will report on findings for the ECRA Board. Mr. Wood noted that there is some discussion as to the reporting of the PPP loan and timing of the forgiveness of the loan occurring during the current year and how that might be reported. A second interim report that will be presented in January will be provided.

Mr. Wood referenced the remaining documents reflect the various accounts and their amounts.

IV. School Business

A. Discuss Proposed Updates to the School Wellness Policy

Dr. Lowry provided an overview of the current Wellness policy and components that are aligned with Local and State Mandates and that support students' physical, emotional, and mental health.

Dr. Lowry noted that he will be following up with Admin, including Mr. Hussey and Mr. Bennett and others to establish a committee to review and provide input on the update or possible update for the School's Wellness Policy.

Ms. Lopez-Vargas asked if the Wellness Policy is the same as that required by the NSLP to which Dr. Lowry replied that our Wellness Policy is unique to the ECR Community, but will have within it components that may be required by the NSLP ad SBP (School Breakfast Program).

B. Discussion and Vote on Waiver to Permit Non-PE Credentialed Teachers to Serve as Interscholastic Athletics Coaches

Linda Ibach made a motion to Vote to Approve Waiver(s) to Permit Non-PE Credentialed Teachers to Serve as Interscholastic Athletics Coaches.

Steven Kofahl seconded the motion.

Mr. Hussey presented waivers for Mr. Yi and Mr. Bennett to serve as authorized coaches for the Aquatics and Lacrosse Programs, respectively.

Mr. Kofahl asked if there is any liability attached to this. The Coach who is getting the stipend is in charge of supervising the students.

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

Roll Call

Danielle Malconian	Aye
Alexandra Ramirez	Aye
Daniela Lopez-Vargas	Aye
Steven Kofahl	Aye
Linda Ibach	Aye

Roll Call

Brad Wright Aye

C. Discuss and Vote on Establishment of Sand Volleyball Program Team(s) Effective Spring 2022 Semester

Brad Wright made a motion to Vote to Approve the Establishment of a Sand Volleyball program effective with the Spring 2022 Semester.

Danielle Malconian seconded the motion.

Mr. Hussey presented the program overview, including the logistics and budget, and approval. Mr. Hussey noted his support for this program, noting that it presents a great opportunity for ECR girls to participate, earn potential scholarships, and increase student activities on campus.

Ms. Malconian noted her support for similar reasons, another sport offering to girls and the like.

Mr. Wright noted the importance of being aware of costs for participation and for building a sand Volleyball Court and asked the price.

Mr. Hussey noted that the capitalization projects committee can be involved in the process of pricing. Noted prices would vary and we'd have to investigate as part of capitalization projects.

Mr. Wright asked what would happen if the program worked out, to which Mr. Hussey noted that we'd have to either drop the program or travel a great distance. Mr. Hussey noted that the program might be similar to Lacrosse in that it grew slowly, then caught on.

Mr. Wright asked if there is a guaranteed commitment by other schools in the area to participate and fund their programs, with implications for ECR's investment, to which Mr. Hussey replied that we do not have any guarantees.

Mr. Wright stated that he is for this.

Ms. Malconian asked if this will be voted on tonight, and Mr. Wright replied in the affirmative.

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

Roll Call

Brad Wright Aye

Linda Ibach Aye

Steven Kofahl Aye

Daniela Lopez-Vargas Aye

Danielle Malconian Aye

Alexandra Ramirez Aye

D.

Public Hearing: American Federation of State, County, and Municipal Employee's Initial Proposal for bargaining a successor collective bargaining agreement with El Camino Real Alliance.

Mr. Hussey briefly reviewed the AFSCME proposal that had been sent to ECRA on or about January 15th.

Negotiations will be beginning soon.

E. Possible Employee Request for Board to Hear Statement of Charges that Cause Exists Supporting Dismissal/Termination from Employment

Mr. Hussey confirmed that this Agenda item is postponed until the February Regular Board Meeting for possible consideration and action.

Mr. Wright announced that the ECRA Board was going into Closed Session at 5:33 p.m.

V. Reconvene to Open Session

A. Report on Actions Taken in Closed Session, If Any

The ECRA Board Reconvened in Open Session at 5:47 p.m.

Mr. Wright reported that no Board Actions were taken during Closed Session.

VI. Closing Items

A. Adjourn Meeting

Steven Kofahl made a motion to Vote to Adjourn today's Regular Board Meeting.

Danielle Malconian seconded the motion.

Dr. Lowry called a single voice vote and all members voted "Aye."

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:48 PM.

Respectfully Submitted,
Kurt Lowry

Coversheet

Review and Vote on January 2022 Check Registers

Section: II. Consent
Item: B. Review and Vote on January 2022 Check Registers
Purpose: Vote
Submitted by:
Related Material: Agenda_Item_IV.B._General_Acct_Register_1_of_4[1].pdf
Agenda_Item_IV.B._Checking_Acct_Register_2_of_4[1].pdf
Agenda_Item_IV.B._Vendor_Spending_3_of_4[1].pdf
Agenda_Item_IV.B._ASB_Register_4_of_4[1].pdf

Check Register

Account: 1761 General

El Camino Real HS

Jan 2022

Grand Total: \$ 622,286.57

Name	Check Number	Date	Memo	Amount	Period
CharterSafe	ACH220107-01	1/7/2022	INV#36997 January Workers Comp & Insuran	56,364.00	Jan 2022
U.S. Bank National Association (OPEB)	ACH220114-01	1/14/2022	01/22 OPEB Funding	220,000.00	Jan 2022
Self Insured Schools of California	ACH220121-01	1/21/2022	22-Jan Employee Benefits INV# 99118	342,940.47	Jan 2022 ***
PenServ Plan Services	ACH220125-01	1/25/2022	403(B) Funding 01/01-01/15/2022	780.00	Jan 2022
California Department of Tax & Fee Administration	ACH220131-01	1/31/2022	4th Quarter Return (10/01/2021- 12/31/2021	1,890.29	Jan 2022
Solupay Merchant		1/3/2022	xx0888 Merchant Processing Fees	79.82	Jan 2022
Solupay Merchant		1/3/2022	xx1886 Merchant Processing Fees	53.91	Jan 2022
Solupay Merchant		1/3/2022	xx1886 PCI Merchant Fees	2.95	Jan 2022
Solupay Merchant		1/3/2022	xx0888 PCI Merchant Fees	2.95	Jan 2022
City National Bank		1/19/2022	Analysis Activity for 12/21	172.18	Jan 2022

*** Retiree benefit amount: \$32,407

Check Register Account: 1796 AP

El Camino Real HS

Jan 2022

Grand Total:

\$ 659,943.63

Name	Check Number	VOID	Date	Memo	Amount
LA Valley Foundation	16102		1/4/2022	1/4/22 to 1/8/22 inv 111 LA Valley Invitational Soccer Tournament	250.00
Chartwells Division Services	16103		1/4/2022	INV 4034900116 Meals 10/12//21	44.35
Paez, Irene	16104		1/4/2022	Covid-19 test	190.00
Turf Team, Inc.	16105		1/4/2022	INV 004242 Softball Budget	8,450.00
Mutual of Omaha	16106		1/4/2022	INV 001291177663 Voluntary Disability Insurance 12/21	1,365.53
818 Cleaners	16107		1/4/2022	INV 117369 Football Uniform Cleaners	496.00
LACOE, Los Angeles County Office of Education	16108		1/4/2022	20*0647 Vision Services Triannual Billing 21-22	315.00
Interquest Detection Canines	16109		1/4/2022	11/21 Canine Inspection INV 356-1119	175.00
Ventura County Office of Education Business	16110		1/5/2022	2021-2022 INV# AR22-00638 Ventura County Induction Program Cost	10,700.00
Franklin, Stephanie	16111		1/5/2022	ACADECA Arizona Competition	6,745.77
The Shredders	16112		1/6/2022	INV CINV-011781 Shredding 11/21	46.00
Phase II Systems (Public Agency Retirement Services - PARS)	16113		1/6/2022	INV 49447 PARS ARS Fees Plan A5 - ARS11A 10/2021	350.54
Chartwells Division Services	16114		1/6/2022	INV 4034900115 Meals 09/30//21	68.99
Child and Family Guidance Center	16115		1/6/2022	11/21 Special Ed Services Northpoint	1,931.93
AP fbo EdLogical Group Corp	16116		1/6/2022	12/21 Special Ed Services INV 91359780	7,766.58
Administrative Services CO-OP DbA Yellow Cab	16117		1/6/2022	INV 12808 11/21	3,024.00
Magdy Abdalla	16118		1/6/2022	1/6/22 Girls Soccer Official	129.00
Robert Ritter	16119		1/6/2022	1/6/22 Girls Soccer Officials	129.00
Diamant, Shay	16120		1/6/2022	1/6/22 Girls Soccer Officials	83.00
Rios, Angel	16121		1/7/2022	Mileage to LACOE (Covid-19 testing Kits pick-up)	52.30
Spectrum 5691	16122		1/10/2022	12/21 Inv# 7785691122221 Acct# 8448 20 001 7785691 Fiber backup line	1,185.00
BSN Sports LLC	16123		1/11/2022	inv 914562638 Boys Lacrosse Helmets	12,255.19
Slam Jam Basketball	16124		1/11/2022	2021-22 Slam Jam Basketball Varsity Showcase Games Officials fees	110.00
Alcides Sibrian	16125		1/11/2022	1/8/22 - Varsity Girls Soccer vs Palisades CHS AR2	70.00
Sebastian Torres	16126		1/11/2022	1/8/22 - Varsity Girls Soccer vs Palisades CHS REF	83.00
Cameron Pirkhahkohan	16127		1/11/2022	1/8/22 - Varsity Girls Soccer vs Palisades CHS AR 1	70.00
Nettime Solutions LLC	16128		1/11/2022	10/21 INV 123882 stratustime Monthly Subscription	50.00
Baron Championship Rings Ltd.	16129		1/11/2022	INV 48063 CIF-LA Division 1 Girls Tennis Championship Rings	3,257.63
American Transportation Systems	16130		1/11/2022	INV 122918 Bus for marching band championships 11-20-21	1,590.00
School Outfitters LLC	16131		1/11/2022	INV13707102 English Classroom Furniture Replenishment for B214	4,826.19
Lindsey C. Surendranath Granted, Inc	16132		1/12/2022	NV 302 CTE Program Development Consulting Services Fall 2021 - Completion of Phase	775.00
McCalla Company	16133		1/12/2022	023529 B&G Supplies	1,059.63
Yantzer brothers heating and air inc	16134		1/12/2022	I-907-53 B&G	1,191.53
Yantzer brothers heating and air inc	16135		1/12/2022	I-872-2 B&G	2,293.10
Yantzer brothers heating and air inc	16136		1/12/2022	I-872-1 B&G	1,070.00
Yantzer brothers heating and air inc	16137		1/12/2022	I-826-1 B&G	149.50
Jules Seltzer Associates	16138		1/13/2022	INV 233413 Furniture for school psychologists	6,634.68
EEC Acquisition LLC (Smart Care Equipment Solutions)	16139		1/13/2022	INV 10243424 Faculty Cafeteria - Coffee Maker and HotBox	699.16
Nettime Solutions LLC	16140		1/13/2022	12/21 INV 124754 stratustime Monthly Subscription	50.00
818 Cleaners	16141		1/13/2022	INV 119210 Dry Cleaning	490.00
WGY Solutions LLC	16142		1/13/2022	INV 01-2021012 December Network Engineering work hours	2,400.00
The Cruz Center	16143		1/13/2022	12/21 Special Ed Services INV 2943	468.75
The Cruz Center	16144		1/13/2022	9/21 Special Ed Services INV 2882	1,093.75
The Cruz Center	16145		1/13/2022	11/21 Special Ed Services INV 2924	312.50
Computer-Using Educator, Inc.(CUE, Inc)	16146		1/13/2022	INV 122021-2452 2022 CUE conference admission for 5 technology committee member:	1,845.00
Guinto, Ryan	16147		1/13/2022	CITE-LA/Southbay Regional Meeting December 10	36.75
Consoletti, Michael	16148		1/13/2022	NJROTC Supplies	435.66
U.S. Bank National Association	16149		1/14/2022	21-December 6539 Credit Card Charges	15,753.38
Chartwells Division Services	16150		1/14/2022	12/21 Cafeteria Services INV K40349059	69,023.43
Precision Pavement Striping	16151		1/14/2022	INV 9478 Repair and repave boys PE blacktop	26,120.00
Knauer Pianos Inc	16152		1/14/2022	INV b723 i15802 Piano moving and tuning	375.00
Southeastern Performance Apparel	16153		1/14/2022	INV 470232 Choir performance Apparel	1,017.57
Kevin Shaikhbahai	16154		1/14/2022	1 Our Town Filming Support	2,800.00
Merit Oil Company	16155		1/14/2022	671506 Gasoline, Delivery Fee, Fuel Surcharge 12-01-21	775.43
American Fidelity Assurance Company	16156		1/18/2022	INV#D352600 Supplemental Employee Benefits 09/21	4,276.79
Lyon, Robyn	16157		1/18/2022	Business Tech Supplies	186.74
Pyramid Pipe & Supply Co.	16158		1/18/2022	571640 B&G Supplies	1,062.07
National Speech & Debate Association	16159		1/18/2022	10/15/21-10/17/21 CSUF Invitational Student Entry Fees	15.00
National Speech & Debate Association	16160		1/18/2022	1/15/22-1/17/22 Entry Fees - Varsity Public Forum Lexington Winter Invitational	100.00
Henry Schein	16161		1/18/2022	INV 14175042 Athletics Trainers Supply	3,990.12
Diamant, Shay	16162		1/19/2022	1-19-22 Boys Soccer Officials	83.00
Keesha Pringle	16163		1/19/2022	1/19/22 Girls Basketball Officials	157.00
Bruce Bruhn	16164		1/19/2022	1/19/22 Boys Soccer Officials	129.00
Daniel Tararache	16165		1/19/2022	1/19/22 Boys Soccer Official	129.00
Carmen Martinez	16166		1/19/2022	1/19/22 Girls Basketball Officials	73.00
Kameron O'Daniel	16167		1/19/2022	1/19/22 Girls Basketball Officials	84.00
Evgeny Sedov	16168		1/19/2022	1/19/22 Girls Water Polo Officials	83.00
Law Offices of Young, Minney & Corr, LLP	16169		1/19/2022	06/21 Legal Services INV 71729	517.50
Law Offices of Young, Minney & Corr, LLP	16170		1/19/2022	07/21 Legal Services INV 72600	315.00
Jim Mulligan	16171		1/20/2022	J.M 1/20/22 Ref Boys Basketball Ref	146.00
Jesus Castro	16172		1/20/2022	J.C 1/20/22 Official Boys Basketball - Official	73.00
William Lew	16173		1/20/2022	W.L 1/20/22 Boys Basketball Official	73.00
Hakop Kaplanyan	16174		1/20/2022	1/21/22 Girls Water Polo Officials	73.00
Evgeny Sedov	16175		1/20/2022	1/21/22 Girls Water Polo Officials	73.00
Shoot A Way Inc	16176		1/20/2022	INV 29892k Girls Basketball Supplies	5,290.00

Check Register Account: 1796 AP

El Camino Real HS

Jan 2022

Grand Total:

\$ 659,943.63

Name	Check Number	VOID	Date	Memo	Amount
Thousand Oaks High School	16177		1/20/2022	1/22/22 Wrestling Tournament Fee	295.00
Los Angeles County Tax Collector	16178		1/20/2022	2021-2022 Secured Property Tax - Shoup Property 2022019023 Second Installment	1,459.05
Rios, Angel	16179		1/20/2022	Mileage to LACOE (Covid-19 testing Kits pick-up)	52.30
Tri-County Forensic League	16180		1/20/2022	2021-2 Speech and Debate Dues	45.00
Charles Blattner	16181		1/21/2022	C.B 1/21/22 REF Boys Basketball Budget	146.00
Henry Mekjian	16182		1/21/2022	H.M 1/21/22 UMP Boys Basketball Budget	146.00
Derrick Walker	16183		1/21/2022	D.W 1/21/22 Ref Boys Basketball Budget	84.00
Clayton, Mark	16184		1/21/2022	C.M 1/21/22 Boys Basketball Budget	84.00
Law Offices of Young, Minney & Corr, LLP	16185		1/24/2022	12/21 Legal Services INV 74519	7,208.60
Jose Vargas	16186		1/24/2022	1/24/22 Boys Soccer vs Granada Hills CHS Officials	129.00
Torres, Eduardo	16187	VOID	1/24/2022	1/24/22 Boys Soccer vs Granada Hills CHS REF 2	0.00
Cameron Pirkhahkohan	16188		1/24/2022	1/24/22 - Varsity Boys Soccer vs Granada Hills CHS REF	83.00
Jostens, Inc	16189		1/24/2022	INV 1162 Girls Lacrosse 2021 CIF-LA Championship Rings	4,500.00
PVPHS Speech and Debate	16190		1/24/2022	INV 470447 Peninsula Invitational Student Entry Fees	120.00
Administrative Services CO-OP DbA Yellow Cab	16191		1/24/2022	INV 13022 12/21	2,293.20
Daniel Tararache	16192		1/24/2022	1/22 Girls Soccer Officials	129.00
Carranza, Julio	16193		1/24/2022	1/21 Girls Soccer Officials	83.00
Robert Ritter	16194		1/24/2022	1/21 Girls Soccer Officials	129.00
Torres, Eduardo	16195		1/24/2022	1/24/22 Boys Soccer vs Granada Hills CHS REF 2	129.00
Turf Team, Inc.	16196		1/24/2022	INV 004243 Baseball Repair, Reseed	12,222.00
Dos Pueblos High School Boys Volleyball	16197		1/24/2022	3/12/22 Boys Volleyball Tournament Fee	450.00
Administrative Services CO-OP DbA Yellow Cab	16198		1/24/2022	INV 12247 8/21	2,305.20
Daniel Tararache	16199		1/26/2022	1/26/2022 Boys Soccer Officials	70.00
Mages, Louis	16200		1/26/2022	1/26/22 Boys Soccer Officials	129.00
Gevork Gevorkyan	16201		1/26/2022	1/26 Boys Soccer Officials	142.00
Fence Factory Rentals	16202		1/26/2022	INV 666871 Handicapped Toilet Rentals for Homecoming	360.00
Bownet Sports- Traid Sports Group LLC	16203		1/26/2022	INV 0333679 Softball Equipment	808.39
Henry Matute	16204		1/26/2022	H.M 1/26/22 Ref Boys Basketball - Officials	146.00
Henry Carpio	16205		1/26/2022	H.C 1/26/22 Umpire Boys Basketball - Officials	146.00
Austin Nicholson IV	16206		1/26/2022	A.N 1/26/22 ref Boys Basketball - Officials	84.00
Carlos Alfaro	16207		1/26/2022	C.A 1/26/22 UMPIRE Boys Basketball - Officials	84.00
Evgeny Sedov	16208		1/26/2022	1/26 Girls Water Polo Officials	73.00
Wolcott, Chuck	16209		1/26/2022	1/26 Girls Water Polo Officials	73.00
Efren Avila	16210		1/27/2022	1/27 Girls Water Polo Officials	83.00
				Contract No. 010-0077477-002 for equipment buyout and contract consolidation. This contract includes classroom monochrome printers and 15 color printers. Quote also reflects the negotiated price.	
Xerox Financial Services	16211		1/27/2022	Contract No. 010-0077477-003 for equipment buyout and contract consolidation. This contract includes classroom monochrome printers and 15 color printers. Quote also reflects the negotiated price.	1,598.70
				Contract No. 010-0077477-001 for equipment buyout and contract consolidation. This contract includes classroom monochrome printers and 15 color printers. Quote also reflects the negotiated price.	
Xerox Financial Services	16212		1/27/2022	INV 210932 Cyber High Access 6/2021-6/2022	966.29
Fresno County Superintendent of Schools	16213		1/27/2022	1/27/22 Girls Water Polo Official	73.00
Hakop Kaplanyan	16214		1/27/2022	1/29/22 Wrestling Tournament Fee	70.00
Montclair High School	16215		1/27/2022	INV#97039 English Department Textbooks	2,299.50
CTBOOK HOLDINGS LLC (Bulk Bookstore)	16216		1/27/2022	Contract No. 010-0077477-001 for equipment buyout and contract consolidation. This contract includes classroom monochrome printers and 15 color printers. Quote also reflects the negotiated price.	
Xerox Financial Services	16217		1/28/2022	Refund for Stylus Fee	14,540.95
Zhinos Kassaian	16218		1/28/2022	ACH 211014 Frederike ELA Heitmuller Refund 220125-01	45.00
Exchange Service International	16219		1/28/2022	ACH 210420 Katharina Von Danwitz Refund 220125-02	6,500.00
Educatus International (Attn Paul McLaughlin)	16220		1/28/2022	1/2023-1/2024 LA Permit Fees	1,059.00
The AmGraph Group	16221		1/28/2022	INV 9-616-13365 FedEx Express Services	2,700.00
FedEx	16222		1/28/2022	INV ELC 2031 Security Services 11/17/21	3.55
Allied Private Investigations & Security Services, LLC	16223		1/28/2022	INV ELC 2024 Security Services 10/09/21	225.00
Allied Private Investigations & Security Services, LLC	16224		1/28/2022	INV ELC 2025 Security Services 10/13/21	1,112.50
Allied Private Investigations & Security Services, LLC	16225		1/28/2022	INV ELC 2023 Security Services 10/08-10/15/22	700.00
Allied Private Investigations & Security Services, LLC	16226		1/28/2022	7040562972 Battery for out of warranty laptop	2,393.75
Lenovo (United States) Inc.	16227		1/28/2022	Special Ed Services 91359890	88.15
AP fbo EdLogical Group Corp	16228		1/28/2022	Edlogical Services INV 91359889	6,858.38
AP fbo EdLogical Group Corp	16229		1/28/2022	INV 199032434-001 Scissor Lift 4 week rental	13,497.78
United Rentals (North America), INC	16230		1/28/2022	Lease buyout for Shoup printers Total Payoff (8) printers (1) color printer (1) copier	960.99
U.S. Bank Equipment Finance	16231		1/28/2022	CITE Annual Conference 2021	4,798.51
Camp, Jason	16232		1/31/2022	SD Tournament	143.64
Lee, Alyssa	16233		1/31/2022	inv 4689 Business Cards for Lowry, Dominguez, Roe, Dhillon, Lerma and Stanoff	391.39
The Print Spot	32571		1/11/2022	11/10/21-12/9/21 Inv# 2422766608 Acct# 831-000-9132 154 5G Line	329.70
AT&T 9132	32572		1/11/2022	12/21 Edlogical Services INV 91359779 Services	3,909.26
AP fbo EdLogical Group Corp	32573		1/11/2022	4/27/21 inv 642074 Gasoline, Delivery Fee, Fuel Surcharge	14,745.28
Merit Oil Company	32574		1/11/2022	11/27/22-2/26/22 inv 4038103477 Copier Maintenance Contract 2039753	855.91
Canon Solutions America, Inc	32575		1/11/2022	INV 5659 Nursing Services 12/21	1,301.00
Smart Choice Investments (Teodora Healthcare)	32576		1/11/2022	12/21 Canine Inspection	200.00
Interquest Detection Canines	32577		1/11/2022	INV 3 Weekly Yoga Class 12/21	350.00
Jessica Campbell	32578		1/11/2022	December 2021 Gardening Service for Shoup	300.00
Abdon Rosales	32579		1/12/2022	01/22 INV# 904 Charter School Consulting	1,000.00
ICON School Management	32580		1/14/2022	12/21 inv# IN2336267 BW and Color Copies for Managed Print Service for Desktop Printers (Contract CN8006-01)	8,000.00
MRC Smart Technology Solutions(SoCal Office)	32581		1/14/2022		409.53

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El Camino Real HS

Jan 2022

Grand Total:

\$ 659,943.63

Name	Check Number	VOID	Date	Memo	Amount
AT&T 4501	32582		1/14/2022	21-Apr 818 992-4501 069	677.70
MRC Smart Technology Solutions(SoCal Office)	32583		1/14/2022	2/21 inv# IN2324827 Copies for Print Service for Desktop Printers (Contract CN8006-01	2,091.45
BSN Sports LLC	32584		1/13/2022	inv 304512338A Ball Lockers	462.15
MRC Smart Technology Solutions(SoCal Office)	32585		1/14/2022	11/21 inv# IN2262881 Copies for Print Service (Contract CN8006-01)	2,091.45
Department of Justice (State of CA)	32586		1/15/2022	12/21 Fingerprint Apps	160.00
SoCalGas	32587		1/15/2022	12/21 Gas Charges for Shoup Acct 163 513 3769 2	23.76
The Shredders	32588		1/15/2022	INV CINV-013782 Shredding 12/21	50.00
AT&T (CALNET)	32589		1/15/2022	12/21 INV#00001750831 BAN#9391080026 Phone Line	28.73
AT&T (CALNET)	32590		1/15/2022	12/21 INV#000017508030 BAN#9391080024 Phone Line	23.83
T-Mobile US, Inc.	32591		1/15/2022	22-Jan 969604280 - WiFi Student Hot Spots	400.00
AT&T (CALNET)	32592		1/17/2022	12/21 INV# BAN#9391080076 Phone Line	25.50
AT&T (CALNET)	32593		1/17/2022	12/21 INV# 000017508032 BAN#9391080076 Phone Line	25.54
VOID	32594	VOID	1/17/2022	VOID	0.00
The Print Spot	32595		1/25/2022	inv 4767 Business Cards for ECR Board of Directors - Brad Wright	139.50
AT&T Business Service	32596		1/25/2022	12/21 - AN 051 933 37 92 001 LD Charges Main Fax REF#8187109023	489.79
AT&T 4152	32597		1/25/2022	22-Jan 818 348-4152 036	201.69
The Print Spot	32598		1/25/2022	inv 4583 Business Cards for Justin, Taylor and Mary Technology	70.35
AT&T 9221	32599		1/25/2022	22-Jan 818 887-9221 130	401.48
AT&T 0810	32600		1/25/2022	22-Jan 818 716-0810 246	201.77
Judy McLean	32601		1/25/2022	12/21 Payroll Services	2,362.50
AT&T 3635	32602		1/25/2022	22-Jan 818 347-3635 849	201.69
AT&T 8815	32603		1/25/2022	22-Jan 818 884-8815 516	230.30
WM Corporate services, INC	32604		1/25/2022	01/22 Waste Management Services on Shoup INV 0434310-4801-6	399.78
AT&T 6340	32605		1/25/2022	22-Jan 818 888-6340 249	201.69
LADWP	32606		1/25/2022	22-Jan 6968788886 Shoup Utilities	6,320.37
The Print Spot	32607		1/25/2022	INV 4781 Business Cards for Brad Wright	123.08
BSN Sports LLC	32608		1/26/2022	inv 915454079 Boys Lacrosse Uniforms	5,116.42
FedEx	32609		1/26/2022	08/21 INV 9-608-26211 FedEx Express Services	13.75
Child and Family Guidance Center	32610		1/26/2022	12/21 Special Ed Services Northpoint	1,867.77
Smart Choice Investments (Teodora Healthcare)	32611		1/26/2022	INV 5751 Nursing Services 01/10/22-01/11/22	750.00
Verizon Wireless	32612		1/26/2022	01/22 INV# 9896787433 Communication Services	468.79
Pacific Floor Company, Inc	32613		1/26/2022	inv 6811 Gym Floor Recoat	5,083.00
Verizon Wireless	32614		1/26/2022	INV#9894547445 Communication Services 11/08-12/07/21	468.79
RPS El Camino Real Charter HS Charles Schwab & Co, Inc. 2563-4428	32615		1/26/2022	12/30/21 403(B) Plan 2563-4428 Charles Schwab	4,406.80
AFSCME District Council 36	32616		1/26/2022	12/21 Union Dues	2,241.75
BSN Sports LLC	32617		1/26/2022	INV 915412413 Cross Country Performance packages	257.33
UTLA	32618		1/26/2022	12/21 Union Dues Certificated	14,331.87
RPS El Camino Real Charter HS Charles Schwab & Co, Inc. 2563-4428	32619		1/26/2022	01/14/22 403(B) Plan 2563-4428 Charles Schwab	150.00
U.S Bank PARS Account #6746022400	32620		1/26/2022	#6746022400 PARS Contributions for 12/21	4,294.98
FedEx	32621		1/27/2022	12/23/21 inv 7-615-88295 FedEx Express Services	62.44
AT&T 9132	32622		1/29/2022	01/22 Inv# 5779907602 Acct# 831-000-9132 154 5G Line	3,887.16
Mutual of Omaha	32623		1/29/2022	INV 001306051396 Voluntary Disability Insurance 2/01-2/28/22	1,365.53
M&M Paper Co.	32624		1/29/2022	IN15858 Restock of White 8.5x11 Paper	2,595.15
AT&T (CALNET)	32625		1/29/2022	01/22 INV# 000017652542 BAN#9391080076 Phone Line	130.29
Computer-Using Educator, Inc.(CUE, Inc)	32626		1/29/2022	INV 012022-0267 Cue conference	738.00
Department of Homeland Security	ACH220107-02		1/7/2022	Recertification Fee for Foreign Exchange Services	1,250.00
Piece of Mind Care Services	SPACH526		1/5/2022	INV 00000107 Continuation School Services	1,968.75
Amazon Web Services	SPACH527		1/5/2022	INV 912048269 AWS monthly subscription 11/01-11/30/2021	2,317.11
Kelly Services, Inc.	SPACH528		1/5/2022	Substitutes through 10/04-10/7 Inv#515244	12,373.10
Self Insured Schools of California	SPACH529		1/5/2022	21-DEC SISC Flex FSA Fees	321.91
Kelly Services, Inc.	SPACH530		1/7/2022	Substitutes through 10/11-10/22 Inv# 521444	13,110.45
Scout Education Inc	SPACH531		1/7/2022	10073 substitutes 10/18-10/22/21	4,481.00
Vista Paint Corporation	SPACH532		1/11/2022	2021-298987-00 B&G Supplies	594.08
DLL Financial Services, Inc.	SPACH533		1/11/2022	INV 74917375 Copier Lease Contract 25426256	972.77
Mixtus Inc dba Mustang Marketing	SPACH534		1/12/2022	INV10061-0 Marketing services 01/22	2,000.00
Kelly Services, Inc.	SPACH535		1/13/2022	Substitutes through 10/20-10/29/21 Inv#524365	11,218.24
Golden Star Technology, Inc	SPACH536		1/14/2022	INV70956 Computer Accessories for admin and staff	1,070.47
Piece of Mind Care Services	SPACH537		1/14/2022	INV 00000109 Continuation School Services 12/21	1,544.90
Fulgent Genetics	SPACH538		1/14/2022	INV 354874 Test for Student	55.00
Kelly Services, Inc.	SPACH539		1/14/2022	Substitutes through 10/26-11/05/21Inv#527557	11,797.91
Mixtus Inc dba Mustang Marketing	SPACH540		1/14/2022	10024-0 Marketing Services	13,789.70
Amazon	SPACH541		1/15/2022	inv 144T-MVTQ-WFN7 Copy Media Center Supplies	1,004.12
Amazon	SPACH542		1/15/2022	inv 1HYC-3VHJ-446P Items For Cleaning and Waxing Fiberglass Umbrella	65.75
Piece of Mind Care Services	SPACH543		1/15/2022	INV 00000108 Students Support Services 12/21	74,601.90
Spectrum Enterprise 4201	SPACH544		1/15/2022	01/22 Inv# 086084201010122 Acct#086084201 Enterprise Fiber line	899.00
Amazon	SPACH545		1/15/2022	inv 1M6P-DYJY-LDR6 Holiday Party Supplies for Staff Luncheon	375.12
Amazon	SPACH546		1/15/2022	inv 1LN6-JCPL-WJYR testing Supplies	238.56
Inspire Communication, Inc	SPACH547		1/18/2022	INV EC2021231 Speech-Language Services	12,962.50
Amazon	SPACH548		1/19/2022	INV 1Y3F-4DRG-LT64 Emotions Books	129.18
Amazon	SPACH549		1/19/2022	inv 139P-W1QX-L9HL Word Language Classroom Supplies	1,163.07
Scout Education Inc	SPACH550		1/19/2022	10633 substitutes 11/1-11/4/21	3,523.00
Amazon	SPACH551		1/19/2022	inv 139P-W1QX-M673 Covid-19 testing Labels	274.48
Scout Education Inc	SPACH552		1/19/2022	10327substitutes 10/18-10/22/21	3,245.00

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El Camino Real HS

Jan 2022

Grand Total:

\$ 659,943.63

Name	Check Number	VOID	Date	Memo	Amount
Houghton Mifflin Harcourt	SPACH553	VOID	1/20/2022	710238826 Reading Inventory Student Subscription 2/7/2022-2/6/2023	0.00
Macmillan Holdings, LLC (Holtzbrinck Publishers, LLC) MPS	SPACH554		1/21/2022	60491442 AP US History Online Textbooks 2021	7,500.00
Amazon	SPACH555		1/21/2022	inv 1TMJ-L6P1-GDF9 Computer Repair Material	1,782.98
Amazon	SPACH556		1/21/2022	1VDM-MDHW-FCRF Classroom Supplies	148.66
Amazon	SPACH557		1/21/2022	1QML-GJHY-NLC9 girls tennis team	421.47
Smart & Final	SPACH558		1/21/2022	01/02/2022 Statement For Foods Class Acct# 512005	521.02
Amazon	SPACH559		1/21/2022	1LT7-4RK9-J4Q3 Office supplies	102.74
Macmillan Holdings, LLC (Holtzbrinck Publishers, LLC) MPS	SPACH560		1/21/2022	63204347 AP US History Textbook 2021	11.19
Amazon	SPACH561		1/25/2022	inv 1Y3F-4DRG-KJ7H Nail Polish	129.24
Amazon	SPACH562		1/25/2022	inv 1VWP-FKJR-W94Q Classroom Decorations	306.30
Amazon	SPACH563		1/25/2022	inv 17JK-9HJD-MCH4 Math Department Supplies	41.58
Amazon	SPACH564		1/25/2022	inv 1KT3-1CQM-1971 Instructional Supplies	61.05
Amazon	SPACH565		1/25/2022	1XWR-GJMN-TF6D Office Supplies	303.40
Amazon	SPACH566		1/25/2022	1QLN-XCXY-KFHG XL Gloves Security	145.05
Amazon	SPACH567		1/25/2022	inv 1TGN-KVTR-HR4V Forehead Thermometer for COVID Testing	197.00
Amazon	SPACH568		1/25/2022	inv 1VWP-FKJR-YHWQ Laminator Rolls	206.78
Amazon	SPACH569		1/25/2022	inv 1TGK-NNRL-LGLF supplies for copy media center	432.44
Kelly Services, Inc.	SPACH570		1/25/2022	Substitutes through 11/15-12/03 Inv#540395	13,007.48
Amazon	SPACH571		1/25/2022	Graduation Supplies	668.42
Valley Industry Commerce Association	SPACH572		1/26/2022	INV#14185 VICA Membership Dues 2021-22	1,210.00
Jive Communications, Inc. (LogMeIn Communications)	SPACH573		1/26/2022	21/22 IN7100892442 Monthly recurring for Jive	2,637.95
Self Insured Schools of California	SPACH574		1/26/2022	22- JAN SISC Flex FSA Fees	288.33
The NCHERM Group, LLC	SPACH575		1/26/2022	20569 Retainer for Investigative Services	2,500.00
Self Insured Schools of California	SPACH576		1/26/2022	CBR 2021-12-30 El Camino FSA	4,055.69
Amazon Web Services	SPACH577		1/26/2022	INV 929929585 AWS monthly subscription 12/01-12/31/2021	2,403.28
Staples Business Advantage	SPACH578		1/26/2022	INV#3497396460 Replacement of Teaching Staff Chairs	2,408.89
Amazon	SPACH579		1/27/2022	IV 111J-PF74-VPWC Replacement of Student Store Fan- broke during back to school nig	93.07
Staples Business Advantage	SPACH580		1/27/2022	inv 3493015182 General Office Supplies	425.66
Staples Business Advantage	SPACH581		1/27/2022	inv 3493508344 History Day Event Supplies	883.22
Staples Business Advantage	SPACH582		1/27/2022	inv 3493015183 Supplies for Social Science	189.40
American Fidelity Assurance Company	SPACH583		1/27/2022	INV D377580 Supplemental Employee Benefits MCP 97008 11/21	4,186.51
Amazon	SPACH584		1/27/2022	iv 1JKG-WGRM-VFLP Speaker grill fabric for Anderson Hall to replace existing torn fabri	139.22
Kelly Services, Inc.	SPACH585		1/27/2022	Substitutes through 11/15-11/19 Inv#534139	11,428.91
Garbanzo	SPACH586		1/27/2022	INV53E0F624-0001 1 year subscription for WL Dept.- reissue	1,490.00
Amazon	SPACH587		1/27/2022	inv 1YM1-W7VD-L61N Labels for covid testing	197.04
Kelly Services, Inc.	SPACH588		1/28/2022	Substitutes through 12/16 Inv#553271	301.52
Kelly Services, Inc.	SPACH589		1/28/2022	Substitutes through 11/29 Inv#537256	310.61

**ECRCHS
VENDOR COMPARISON
MONTH vs YTD**

Vendor	Jan-22	YTD Total
818 Cleaners	\$ 986.00	\$ 8,046.00
Abdon Rosales	1,000.00	7,975.00
Administrative Services CO-OP DbA Yellow Cab	7,622.40	7,622.40
AFSCME District Council 36	2,241.75	13,298.50
Alcides Sibrian	70.00	140.00
Allied Private Investigations & Security Services, LLC	4,431.25	162,208.16
Amazon	8,626.72	50,506.69
Amazon Web Services	4,720.39	18,827.98
American Fidelity Assurance Company	8,463.30	29,943.33
American Transportation Systems	1,590.00	1,590.00
AP fbo EdLogical Group Corp	42,868.02	114,779.61
AT&T (CALNET)	233.89	1,032.46
AT&T 0810	201.77	1,124.21
AT&T 3635	201.69	1,124.05
AT&T 4152	201.69	1,124.05
AT&T 4501	677.70	1,759.03
AT&T 6340	201.69	1,305.00
AT&T 8815	230.30	1,600.48
AT&T 9132	7,796.42	28,321.54
AT&T 9221	401.48	2,596.88
AT&T Business Service	489.79	800.90
Austin Nicholson IV	84.00	84.00
Baron Championship Rings Ltd.	3,257.63	3,257.63
Bownet Sports- Traid Sports Group LLC	808.39	1,376.09
Bruce Bruhn	129.00	129.00
BSN Sports LLC	18,091.09	35,959.74
Cameron Pirkhahkohan	153.00	153.00
Camp, Jason	143.64	143.64
Canon Solutions America, Inc	1,301.00	3,903.00
Carlos Alfaro	84.00	177.00
Carmen Martinez	73.00	73.00
Carranza, Julio	83.00	83.00
Charles Blattner	146.00	146.00
Chartwells Division Services	69,136.77	448,567.46
Child and Family Guidance Center	3,799.70	23,730.32
Clayton, Mark	84.00	167.00
Computer-Using Educator, Inc.(CUE, Inc)	2,583.00	2,583.00
Consoletti, Michael	435.66	885.90
CTBOOK HOLDINGS LLC (Bulk Bookstore)	2,299.50	8,849.80
Daniel Tararache	328.00	585.00
Department of Homeland Security	1,250.00	1,250.00
Department of Justice (State of CA)	160.00	1,216.00
Derrick Walker	84.00	84.00
Diamant, Shay	166.00	166.00
DLL Financial Services, Inc.	972.77	6,335.83
Dos Pueblos High School Boys Volleyball	450.00	450.00
Educatus International (Attn Paul McLaughlin)	1,059.00	25,034.00
EEC Acquisition LLC (Smart Care Equipment Solutions)	699.16	699.16
Efren Avila	83.00	83.00
Evgeny Sedov	229.00	302.00
Exchange Service International	6,500.00	6,500.00

ECRCHS
VENDOR COMPARISON
MONTH vs YTD

Vendor	Jan-22	YTD Total
FedEx	79.74	632.30
Fence Factory Rentals	360.00	360.00
Franklin, Stephanie	6,745.77	12,400.45
Fresno County Superintendent of Schools	9,500.00	9,500.00
Fulgent Genetics	55.00	25,555.00
Garbanzo	1,490.00	1,490.00
Gevork Gevorkyan	142.00	142.00
Golden Star Technology, Inc	1,070.47	33,829.68
Guinto, Ryan	36.75	3,124.24
Hakop Kaplanyan	146.00	146.00
Henry Carpio	146.00	146.00
Henry Matute	146.00	146.00
Henry Mekjian	146.00	146.00
Henry Schein	3,990.12	3,990.12
Houghton Mifflin Harcourt	-	84,724.61
ICON School Management	8,000.00	56,000.00
Inspire Communication, Inc	12,962.50	88,336.25
Interquest Detection Canines	525.00	1,050.00
Jessica Campbell	300.00	1,000.00
Jesus Castro	73.00	73.00
Jim Mulligan	146.00	146.00
Jive Communications, Inc. (LogMeln Communications)	2,637.95	18,470.09
Jose Vargas	129.00	129.00
Jostens, Inc	4,500.00	9,212.88
Judy McLean	2,362.50	17,425.00
Jules Seltzer Associates	6,634.68	6,634.68
Kameron O'Daniel	84.00	168.00
Keesha Pringle	157.00	157.00
Kelly Services, Inc.	73,548.22	287,790.02
Kevin Shaikhbahai	2,800.00	4,400.00
Knauer Pianos Inc	375.00	375.00
LA Valley Foundation	250.00	250.00
LACOE, Los Angeles County Office of Education	315.00	4,315.00
LADWP	6,320.37	35,680.15
Law Offices of Young, Minney & Corr, LLP	8,041.10	61,218.48
Lee, Alyssa	391.39	391.39
Lenovo (United States) Inc.	88.15	338.15
Lindsey C. Surendranath Granted, Inc	775.00	3,875.00
Los Angeles County Tax Collector	1,459.05	3,042.03
Lyon, Robyn	186.74	186.74
M&M Paper Co.	2,595.15	5,814.45
Macmillan Holdings, LLC (Holtzbrinck Publishers, LLC) MP	7,511.19	62,306.05
Magdy Abdalla	129.00	129.00
Mages, Louis	129.00	129.00
McCalla Company	1,059.63	5,995.85
Merit Oil Company	1,631.34	1,631.34
Mixtus Inc dba Mustang Marketing	15,789.70	44,509.70
Montclair High School	70.00	70.00
MRC Smart Technology Solutions(SoCal Office)	4,592.43	17,167.60
Mutual of Omaha	2,731.06	11,072.22
National Speech & Debate Association	115.00	1,192.00

**ECRCHS
VENDOR COMPARISON
MONTH vs YTD**

Vendor	Jan-22	YTD Total
Nettime Solutions LLC	100.00	450.00
Pacific Floor Company, Inc	5,083.00	5,083.00
Paez, Irene	190.00	288.52
Phase II Systems (Public Agency Retirement Services - PAR	350.54	2,128.60
Piece of Mind Care Services	78,115.55	559,443.54
Precision Pavement Striping	26,120.00	42,080.00
PVPHS Speech and Debate	120.00	120.00
Pyramid Pipe & Supply Co.	1,062.07	2,570.87
Rios, Angel	104.60	104.60
Robert Ritter	258.00	258.00
Camino Real Charter HS Charles Schwab & Co, Inc. 2563	4,556.80	35,190.90
School Outfitters LLC	4,826.19	4,826.19
Scout Education Inc	11,249.00	13,258.00
Sebastian Torres	83.00	83.00
Self Insured Schools of California	4,665.93	36,235.76
Shoot A Way Inc	5,290.00	5,290.00
Slam Jam Basketball	110.00	110.00
Smart & Final	521.02	6,433.42
Smart Choice Investments (Teodora Healthcare)	950.00	6,185.00
SoCalGas	23.76	153.12
Southeastern Performance Apparel	1,017.57	1,017.57
Spectrum 5691	1,185.00	9,480.00
Spectrum Enterprise 4201	899.00	6,293.00
Staples Business Advantage	3,907.17	6,504.48
The AmGraph Group	2,700.00	2,700.00
The Cruz Center	1,875.00	2,750.00
The NCHERM Group, LLC	2,500.00	2,500.00
The Print Spot	662.63	12,460.15
The Shredders	96.00	664.00
Thousand Oaks High School	295.00	820.00
T-Mobile US, Inc.	400.00	2,800.00
Torres, Eduardo	129.00	129.00
Tri-County Forensic League	45.00	150.00
Turf Team, Inc.	20,672.00	29,686.00
U.S Bank PARS Account #6746022400	4,294.98	6,512.24
U.S. Bank Equipment Finance	4,798.51	9,146.47
U.S. Bank National Association	15,753.38	124,273.77
United Rentals (North America), INC	960.99	6,080.99
UTLA	14,331.87	83,877.77
Valley Industry Commerce Association	1,210.00	1,210.00
Ventura County Office of Education Business	10,700.00	10,700.00
Verizon Wireless	937.58	3,750.73
Vista Paint Corporation	594.08	1,813.43
WGY Solutions LLC	2,400.00	16,800.00
William Lew	73.00	73.00
WM Corporate services, INC	399.78	3,837.68
Wolcott, Chuck	73.00	146.00
Xerox Financial Services	17,105.94	21,305.82
Yantzer brothers heating and air inc	4,704.13	55,298.48
Zhinos Kassaian	45.00	45.00
Grand Total	659,943.63	5,405,665.33

Check Register

Account: 1826 ASB

El Camino Real HS

Jan 2022

Grand Total:

\$ 58,216.93

Name	Check Number	Date	Memo	Amount	Period
Turf Team, Inc.	1771	1/5/2022	INV 004242 Softball Trust	\$ 8,450.00	Jan 2022
AKD Ink/AKidzdream Inc	1772	1/5/2022	inv 33548 Screen Printing for Spirit Pack - Girls Basketball Trust	1,585.56	Jan 2022
Manhattan Stitching	1773	1/5/2022	inv 86629 Patches for Fall 2021 season	657.49	Jan 2022
Picture Perfect Graphics	1774	1/5/2022	inv 3578 Team Jackets	599.97	Jan 2022
BSN Sports LLC	1775	1/5/2022	inv 914448090 Spirit Pack items- Girls Volleyball Trust	5,249.56	Jan 2022
Deny Sportswear	1776	1/6/2022	INV 1460 Boys Soccer Team Jackets	3,255.33	Jan 2022
Deny Sportswear	1777	1/6/2022	INV 1419 Boys Lacrosse Gear	1,093.58	Jan 2022
Countdown Printables	1778	1/6/2022	INV 30146 Softball Coaches Gear	994.81	Jan 2022
Countdown Printables	1779	1/10/2022	inv 30224 Spirit Pack items - Baseball Trust	7,495.00	Jan 2022
BSN Sports LLC	1780	1/10/2022	inv 915106701 Practice Jerseys and Shorts - Boys Basketball Trust	943.66	Jan 2022
Deny Sportswear	1781	1/11/2022	INV 1420 Boys & Girls Lacrosse Shorts	2,411.19	Jan 2022
Countdown Printables	1782	1/13/2022	INV 30266 Girls Soccer shirt numbers/logo	125.00	Jan 2022
Ares Sportswear	1783	1/13/2022	INV 645584 Printing logo in shirts	762.56	Jan 2022
Ares Sportswear	1784	1/13/2022	INV 644468 2021 Choir shirt printing	402.70	Jan 2022
Deny Sportswear	1785	1/13/2022	INV 1481 Girls Golf Awards	287.66	Jan 2022
Omero Pena	1786	1/18/2022	INV 0044 Softball T Shirts	1,143.18	Jan 2022
Amazon	1787	1/18/2022	INV 17JK-9HJD-J3N6 Gifts for Teachers	107.39	Jan 2022
Shoot A Way Inc	1788	1/20/2022	INV 29892k Girls/Boys Basketball Supplies- Trust	2,000.00	Jan 2022
World Unispec	1789	1/20/2022	inv 00001208 Black Zip-Up Hoodies	3,558.60	Jan 2022
BSN Sports LLC	1790	1/24/2022	inv 915454036 Girls Basketball Spirit Pack Items	7,064.83	Jan 2022
World Unispec	1791	1/25/2022	inv 00001211 Sweatpants, Sweatshirts	9,747.00	Jan 2022
Amazon	1792	1/26/2022	PO5837 INV 1VDM-MDHW-H3J1 Homecoming Court Necessities	171.88	Jan 2022
Solupay Merchant		1/5/2022	xx4210 Merchant Processing Fees	54.99	Jan 2022
Solupay Merchant		1/5/2022	xx4194 Merchant Processing Fees	54.99	Jan 2022

Coversheet

Review and Vote on January 2022 Credit Card Charges

Section: II. Consent
Item: C. Review and Vote on January 2022 Credit Card Charges
Purpose: Vote
Submitted by:
Related Material: Agenda_Item_IV._C._Jan._2022_Credit_Card_Statement[1].pdf
Agenda_Item_IV._C._Jan._2022_Credit_Card_Summary[1].pdf



P.O. BOX 6343
FARGO ND 58125-6343



ACCOUNT NUMBER 4866 9145 5552 6539
STATEMENT DATE 01-25-2022
AMOUNT DUE \$35,934.05
NEW BALANCE \$35,934.05
PAYMENT DUE ON RECEIPT



000001332 01 SP 106481451489910 S

EL CAMINO REAL CHS
ATTN DAVID HUSSEY
5440 VALLEY CIRCLE BLVD
WOODLAND HILLS CA 91367-5949

AMOUNT ENCLOSED
\$

Please make check payable to "U.S. Bank"

U.S. BANK CORPORATE PAYMENT SYSTEMS
P.O. BOX 790428
ST. LOUIS, MO 63179-0428

4866914555526539 003593405 003593405

Please tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY

EL CAMINO REAL CHS 4866 9145 5552 6539	Previous Balance	Purchases And Other + Charges	Cash Advances +	Cash Advance Fees +	Late Payment Charges +	- Credits	- Payments	New = Balance
Company Total	\$15,753.38	\$35,934.05	\$0.00	\$0.00	\$0.00	\$0.00	\$15,753.38	\$35,934.05

CORPORATE ACCOUNT ACTIVITY

EL CAMINO REAL CHS
4866-9145-5552-6539

TOTAL CORPORATE ACTIVITY
\$15,753.38CR

Post Date	Tran Date	Reference Number	Transaction Description	Amount
01-24	01-22	74798262024000000000439	PAYMENT - THANK YOU 00000 C	15,753.38 PY

NEW ACTIVITY

GREGORY WOOD
4866-9133-3444-7280

CREDITS
\$0.00

PURCHASES
\$8,657.73

CASH ADV
\$0.00

TOTAL ACTIVITY
\$8,657.73

Post Date	Tran Date	Reference Number	Transaction Description	Amount
01-10	01-08	24164072009105073789744	STAPLES DIRECT 800-3333330 MA	46.94
01-13	01-12	24692162012100017772133	SQ *ARRAY EPROMO GOSQ.COM CA	5,123.00
01-17	01-14	24906412014138564847840	DON* CENTER FOR EXCELLENC 703-4489062 VA	95.00
01-21	01-21	24692162021100229991959	AMZN MKTP US*782G63PK3 AMZN.COM/BILL WA	348.33
01-24	01-22	24692162022100010266578	AMZN MKTP US*X20MF8G03 AMZN.COM/BILL WA	378.84

CUSTOMER SERVICE CALL

800-344-5696

ACCOUNT NUMBER

4866-9145-5552-6539

ACCOUNT SUMMARY

PREVIOUS BALANCE 15,753.38
PURCHASES &
OTHER CHARGES 35,934.05

STATEMENT DATE 01/25/22
DISPUTED AMOUNT .00

CASH ADVANCES .00
CASH ADVANCE FEES .00
LATE PAYMENT
CHARGES .00

SEND BILLING INQUIRIES TO:

U.S. Bank National Association
C/O U.S. Bancorp Purchasing Card Program
P.O. Box 6335
Fargo, ND 58125-6335

AMOUNT DUE

35,934.05

CREDITS .00
PAYMENTS 15,753.38
ACCOUNT BALANCE 35,934.05



Company Name: EL CAMINO REAL CHS
Corporate Account Number: 4866 9145 5552 6539
Statement Date: 01-25-2022

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
01-24	01-23	24692162023100887585539	AMZN MKTP US*VE0MB9LO3 AMZN.COM/BILL WA	214.52
01-24	01-24	24692162024100410713151	AMZN MKTP US*NV2JA8A93 AMZN.COM/BILL WA	261.98
01-24	01-20	24943012021010184089919	HOMEDEPOT.COM 800-430-3376 GA	390.92
01-25	01-25	24692162025100248291882	AMZN MKTP US*D65BT5EX3 AMZN.COM/BILL WA	1,798.20

DAVID HUSSEY 4866-9137-0062-2540	CREDITS \$0.00	PURCHASES \$27,276.32	CASH ADV \$0.00	TOTAL ACTIVITY \$27,276.32
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
01-03	01-01	24204292001000192357420	FACEBK QLS4QAFHR2 650-5434800 CA	175.00
01-04	01-03	24204292003000168977753	FACEBK 57WW7BFJR2 650-5434800 CA	12.60
01-06	01-05	24391212006286399903233	UCLA EXTENSION CASHIER 303-794-0534 CA	995.00
01-06	01-05	24692162005100743263125	SPECTRUM 855-707-7328 MO	381.54
01-06	01-06	24692162006100984682123	ULINE *SHIP SUPPLIES 800-295-5510 WI	218.15
01-06	01-06	24692162006100984682354	ULINE *SHIP SUPPLIES 800-295-5510 WI	560.85
01-06	01-06	24692162006100984688716	ULINE *SHIP SUPPLIES 800-295-5510 WI	2,123.93
01-07	01-06	24692162006100426939263	SQ *CALIFORNIA CHICKEN CA GOSQ.COM CA	2,940.00
01-07	01-06	24692162006100426940162	SQ *CALIFORNIA CHICKEN CA GOSQ.COM CA	258.00
01-07	01-06	24692162006100426940279	SQ *CALIFORNIA CHICKEN CA GOSQ.COM CA	176.00
01-07	01-06	24692162006100524434399	IN *STARTUP GUIDES LLC 262-9494969 WI	2,500.00
01-07	01-06	24755422007120072458542	GRAINGER 877-2022594 IL	32.10
01-10	01-07	24431062007083034830370	TARGET.COM * 800-591-3869 MN	25.38
01-10	01-08	24431062008083034608650	TARGET.COM * 800-591-3869 MN	53.81
01-10	01-08	24692162008100524504173	ULINE *SHIP SUPPLIES 800-295-5510 WI	1,600.65
01-10	01-10	24692162010100862970792	AGUAVIDA PREMIUM WATER 747-444-9637 CA	189.85
01-10	01-07	24943002007083725276641	CORNER BAKERY 0128 972-619-4150 CA	267.93
01-10	01-08	24943002008083330576541	CORNER BAKERY 0128 972-619-4150 CA	222.33
01-10	01-06	24943012007004021307228	THE HOME DEPOT PRO 856-533-3261 FL	2,190.11
01-11	01-10	24755422010170103765857	CA SECRETARY OF STATE WEB 916-6951338 CA	5.00
01-12	01-11	24692162011100016429348	AMZN MKTP US*PN46G2NO3 AMZN.COM/BILL WA	1,532.80
01-12	01-12	24692162012100355705547	FLINN SCIENTIFIC INC 800-452-1261 IL	933.16
01-12	01-11	24943002011083746449049	CORNER BAKERY 0128 972-619-4150 CA	2,562.41
01-13	01-12	24204292012000159117434	MAILCHIMP 000-0000000 GA	185.00
01-13	01-12	24692162012100005550780	AMZN MKTP US*HY0GX8WB3 AMZN.COM/BILL WA	2,189.50
01-13	01-12	24692162012100125456611	AMZN MKTP US*MM2201BB3 AMZN.COM/BILL WA	700.60
01-13	01-12	24692162012100591839274	AMZN MKTP US*WF36M4323 AMZN.COM/BILL WA	868.69
01-13	01-12	24692162012100850910782	AMZN MKTP US*FD8PT4X73 AMZN.COM/BILL WA	2,513.10
01-13	01-13	24692162013100214455226	AMAZON.COM*NVOHQ4P53 AMZN.COM/BILL WA	205.82
01-13	01-13	24692162013100286852086	AMZN MKTP US*MK8GF3N73 AMZN.COM/BILL WA	324.36
01-14	01-13	24692162013100749609743	AMZN MKTP US*715UE78S3 AMZN.COM/BILL WA	131.37
01-17	01-14	24692162014100146430205	AMZN MKTP US*AR2G11K23 AMZN.COM/BILL WA	201.28

Department: 00000 Total:	\$35,934.05
Division: 00000 Total:	\$35,934.05

CREDIT CARD RECONCILIATION FORM

FOR THE PERIOD OF: 12/26/2021-01/25/2022

DATE	VENDOR	CARDHOLDER	REQUESTED BY	AMOUNT	RESOURCE	DESCRIPTION
1/10/2022	STAPLES	WOOD	DO.BENNETT	46.94	LEARNING LOSS	COVID SUPPLIES
1/13/2022	ARRAY PROMO	WOOD	V.ROTH	5,123.00	GENERAL ACADEMIC	CLASSROOM SUPPLIES
1/17/2022	DON CENTER FOR EXCELLENC	WOOD	D.BENNETT	95.00	GENERAL ACADEMIC	STUDENT COMPETITION REGISTRATION
1/21/2022	AMAZON	WOOD	G.PAEZ	348.33	LEARNING LOSS	COVID SUPPLIES
1/24/2022	AMAZON	WOOD	J.ADAMS	378.84	LEARNING LOSS	COVID SUPPLIES
1/24/2022	AMAZON	WOOD	G.PAEZ	214.52	LEARNING LOSS	COVID SUPPLIES
1/24/2022	AMAZON	WOOD	G.PAEZ	261.98	LEARNING LOSS	COVID SUPPLIES
1/24/2022	THEHOMEDEPOT	WOOD	U.DUARTE	390.92	GENERAL OPERATIONS	CUSTODIAL SUPPLIES
1/25/2022	AMAZON	WOOD	G.PAEZ	1,798.20	LEARNING LOSS	COVID SUPPLIES
		CAL Card xx7280	Sub Total	<u>\$ 8,657.73</u>		

DATE	VENDOR	CARDHOLDER	REQUESTED BY	AMOUNT	RESOURCE	DESCRIPTION
1/3/2022	FACEBOOK	HUSSEY	D.HUSSEY	175.00	MARKETING	SUBSCRIPTION TOOL SFTWR
1/4/2022	FACEBOOK	HUSSEY	D.HUSSEY	12.60	MARKETING	SUBSCRIPTION TOOL SFTWR
1/6/2022	UCLA EXTENSION	HUSSEY	S.JAQUEZ	995.00	ED EFFECTIVENESS	PROFESSIONAL DEVELOPMENT COURSE
1/6/2022	SPECTRUM	HUSSEY	F.DELGADO	381.54	GENERAL TECHNOLOGY	INTERNET SERVICES
1/6/2022	ULINE	HUSSEY	M.CLARK	218.15	GENERAL ACADEMIC	TESTING STORAGE SUPPLIES
1/6/2022	ULINE	HUSSEY	D.BENNETT	560.85	GENERAL OPERATIONS	ALT ED DESKS
1/6/2022	ULINE	HUSSEY	D.BENNETT	2,123.93	SPECIAL EDUCATION	RESOURCE ROOM DESKS
1/7/2022	CALIFORNIA CHICKEN	HUSSEY	M.CLARK	2,940.00	ED EFFECTIVENESS	PD MEALS
1/7/2022	CALIFORNIA CHICKEN	HUSSEY	M.CLARK	258.00	ED EFFECTIVENESS	PD MEALS
1/7/2022	CALIFORNIA CHICKEN	HUSSEY	M.CLARK	176.00	ED EFFECTIVENESS	PD MEALS
1/7/2022	STARTUP GUIDES	HUSSEY	A.GRUEN	2,500.00	GENERAL ACADEMIC	SUBSCRIPTION TOOL SFTWR
1/7/2022	GRAINGER	HUSSEY	D.BENNETT	32.10	GENERAL OPERATIONS	OPERATIONS AND HOUSEKEEPING UTILITY CART SUPPLIES
1/10/2022	TARGET	HUSSEY	M.CLARK	25.38	ED EFFECTIVENESS	PD MEALS
1/10/2022	TARGET	HUSSEY	M.CLARK	53.81	ED EFFECTIVENESS	PD MEALS
1/10/2022	ULINE	HUSSEY	D.BENNETT	1,600.65	SPECIAL EDUCATION	RESOURCE ROOM DESKS
1/10/2022	AGUAVIDA	HUSSEY	A.DELOSSANTOS	189.85	GENERAL OPERATIONS	OFFICE WATER SUPPLY
1/10/2022	CORNER BAKERY	HUSSEY	M.CLARK	267.93	ED EFFECTIVENESS	PD MEALS
1/10/2022	CORNER BAKERY	HUSSEY	M.CLARK	222.33	ED EFFECTIVENESS	PD MEALS
1/10/2022	THE HOME DEPOT	HUSSEY	U.DUARTE	2,190.11	GENERAL OPERATIONS	CUSTODIAL SUPPLIES
1/12/2022	CA SECRETARY OF STATE	HUSSEY	K.LOWRY	5.00	GENERAL OPERATIONS	STATE FILING FEES
1/12/2022	AMAZON	HUSSEY	A.DELOSSANTOS	1,532.80	LEARNING LOSS	COVID SUPPLIES
1/12/2022	FLINN SCIENTIFIC	HUSSEY	G.TURNERGRAHAM	933.16	GENERAL ACADEMIC	SCIENCE
1/12/2022	CORNER BAKERY	HUSSEY	M.CLARK	2,562.41	ED EFFECTIVENESS	PD MEALS
1/12/2022	MAILCHIMP	HUSSEY	R.GUINTO	185.00	GENERAL TECHNOLOGY	SUBSCRIPTION TOOL SFTWR
1/13/2022	AMAZON	HUSSEY	A.DELOSSANTOS	2,189.50	LEARNING LOSS	COVID SUPPLIES
1/13/2022	AMAZON	HUSSEY	A.DELOSSANTOS	700.60	LEARNING LOSS	COVID SUPPLIES
1/13/2022	AMAZON	HUSSEY	H.KIAMANESH	868.69	GENERAL OPERATIONS	STUDENT COUNCIL SUPPLIES
1/13/2022	AMAZON	HUSSEY	A.DELOSSANTOS	2,513.10	LEARNING LOSS	COVID SUPPLIES
1/13/2022	AMAZON	HUSSEY	H.KIAMANESH	205.82	GENERAL OPERATIONS	STUDENT COUNCIL SUPPLIES
1/13/2022	AMAZON	HUSSEY	H.KIAMANESH	324.36	GENERAL OPERATIONS	STUDENT COUNCIL SUPPLIES
1/14/2022	AMAZON	HUSSEY	A.DELOSSANTOS	131.37	LEARNING LOSS	COVID SUPPLIES
1/17/2022	AMAZON	HUSSEY	A.DELOSSANTOS	201.28	LEARNING LOSS	COVID SUPPLIES
		CAL Card xx2540	Sub Total	<u>\$ 27,276.32</u>		
			Total	<u><u>\$ 35,934.05</u></u>		

Coversheet

Investment Update

Section: III. Investment
Item: A. Investment Update
Purpose: Discuss

Submitted by:

Related Material:

Agenda_Item_III.A.-Beacon_Pointe_2021_Year_End__Investment_Update[1].pdf

Agenda_Item_III.A.-January_2022_Investment_Update[1].pdf



El Camino Real Charter High School

AS OF DECEMBER 31, 2021

Beacon Pointe Advisors
24 Corporate Plaza Drive, Suite 150
Newport Beach, CA 92660
Phone: (949) 718-1600

MARKET PERFORMANCE SUMMARY

As of December 31, 2021

	Quarter Return	YTD Return	1Year Return	3Year Return	5Year Return	7Year Return	10Year Return
Equity							
S&P 500	11.0	28.7	28.7	26.1	18.5	14.9	16.6
Russell 1000 Growth	11.6	27.6	27.6	34.1	25.3	19.6	19.8
Russell 1000	9.7	25.9	25.9	25.6	17.8	14.2	15.9
Russell 1000 Value	7.8	25.2	25.2	17.6	11.2	9.7	13.0
Russell Mid Cap	6.4	22.6	22.6	23.3	15.1	12.2	14.9
Russell 2000 Growth	0.0	2.8	2.8	21.2	14.5	11.7	14.1
Russell 2000	2.1	14.8	14.8	20.0	12.0	10.8	13.2
Russell 2000 Value	4.4	28.3	28.3	18.0	9.1	9.5	12.0
Russell 3000	9.3	25.7	25.7	25.8	18.0	14.5	16.3
MSCI ACWI Ex USA	1.8	7.8	7.8	13.2	9.6	6.6	7.3
MSCI ACWI	6.7	18.5	18.5	20.4	14.4	10.9	11.9
MSCI EAFE	2.7	11.3	11.3	13.5	9.5	6.8	8.0
MSCI EM	-1.3	-2.5	-2.5	10.9	9.9	6.1	5.5
Fixed Income							
US Aggregate Bond	0.0	-1.5	-1.5	4.8	3.6	3.0	2.9
US Govt/Credit Intermediate	-0.6	-1.4	-1.4	3.9	2.9	2.5	2.4
US Muni 1-10yr	0.2	0.5	0.5	3.2	2.8	2.3	2.3
US Treasury Bill 3m	0.0	0.0	0.0	1.0	1.1	0.9	0.6
US High Yield	0.7	5.3	5.3	8.8	6.3	6.1	6.8
Global High Yield	-0.7	1.0	1.0	6.8	5.2	5.3	6.3
Citi WGBI	-1.1	-7.0	-7.0	2.7	2.9	1.8	1.0
EM Sovereign Debt USD	-0.5	-1.7	-1.7	5.8	4.6	4.8	5.1
Alternatives							
FTSE NAREIT Composite	15.3	40.0	40.0	19.1	12.1	10.2	11.9
S&P Global Natural Resources	7.3	25.2	25.2	13.9	9.6	6.9	4.6
Bloomberg Commodity	-1.6	27.1	27.1	9.9	3.7	0.1	-2.9

CURRENT INVESTMENT THEMES AND CATALYSTS – JANUARY 2022

Secular Theme – “Financial Repression”

- The containment of **COVID-19 will continue to dominate the cyclical outlook** but there are hopeful signs that during 2022 it may fade in importance given broader immunity from vaccinations and infection. Moving from pandemic to endemic would be a very welcome development.
- Global **Monetary Policy remains accommodative, but this favorable investing environment is reversing** with actual and forecasted tightening in the U.S. and elsewhere in response to inflationary pressures. We expect most global central banks to attempt some measure of interest rate normalization in coming quarters should economic developments allow.
- **Financial Repression remains the likely operating framework** as governments work to reduce the high debt levels accumulated during COVID mitigation efforts. Lower for longer nominal rates coupled with higher inflation lead to low and negative real interest rates to support debt sustainability.

Cyclical Outlook – “Inflation, Rates and Rotation”

- The economic recovery since 2Q20 is the result of an unprecedented monetary policy response, massive fiscal stimulus, and positive virus/vaccine developments. Increasing herd immunity will remain a positive but the tremendous salutatory impact of **the dual policy pillars are reversing** with expected Federal Reserve rate hikes and substantial fiscal tightening in 2022.
- Dislocated supply chains and increasing demand caused a mismatch in goods markets in 2021. Coupled with loose monetary policy, this produced a **surge in realized inflation that has materially breached the Fed’s 2% target**. As we expected, inflation will be more persistent than originally projected by **the Fed** and they **will be forced to respond**.
- U.S. real interest rates have risen sharply in late-2021 and into 2022 with expectations for a less accommodative Fed. This increase in rates has restarted a rotation from Large Cap Growth stocks to Value and Small Cap. An expected rotation to International stocks has not materialized.
- The unemployment rate has declined steadily to below 4.0%, but is flattered by low labor market participation. The availability of jobs and willingness of workers to quit (the “quits rate”) are all at near record levels, putting upward pressure on wages. We expect this phenomena to reverse as savings rates decline, the pandemic retreats as a major factor in labor markets, and higher wages lure employees back to work.
- The **significant constraints to implementing a progressive policy agenda** - razor thin Democratic majorities in Congress and declining presidential approval ratings have stymied the Biden legislative agenda. Midterm elections in November will loom large in the minds of Congressional members up for reelection when considering various legislative - especially fiscal - priorities.

Risks – “Inflation Fears”

- The efforts to reflate the economy, especially monetary stimulus, coupled with economic reopening, may cause a further unwelcome, **persistent rise in inflation** and bond yields that is not immediately met by financial repression tactics.
- The 2021 performance of the equity market was driven by earnings growth and is now dependent on elevated multiples – and continued low rates. If interest rates rise in a disorderly fashion or the Fed sounds a more hawkish tone, there may be a material re-rating of equity risk.
- Any material reversal of progress on containing the virus, (for example - a new, more virulent variant), will cause economic and equity market stress.
- Any additional **shocks to the economy or financial markets will be met with risk aversion** but also with additional support from the Federal Reserve and the federal government. Our concern is that **any response is now limited given political constraints and rising inflation**.
- While the policy degrees of freedom are limited, concerns about the ability of the U.S. to respond to shocks will not exert a material impact on markets until - and if - a credible reserve currency substitute emerges to challenge the U.S. dollar. We view this as a distant tail risk.

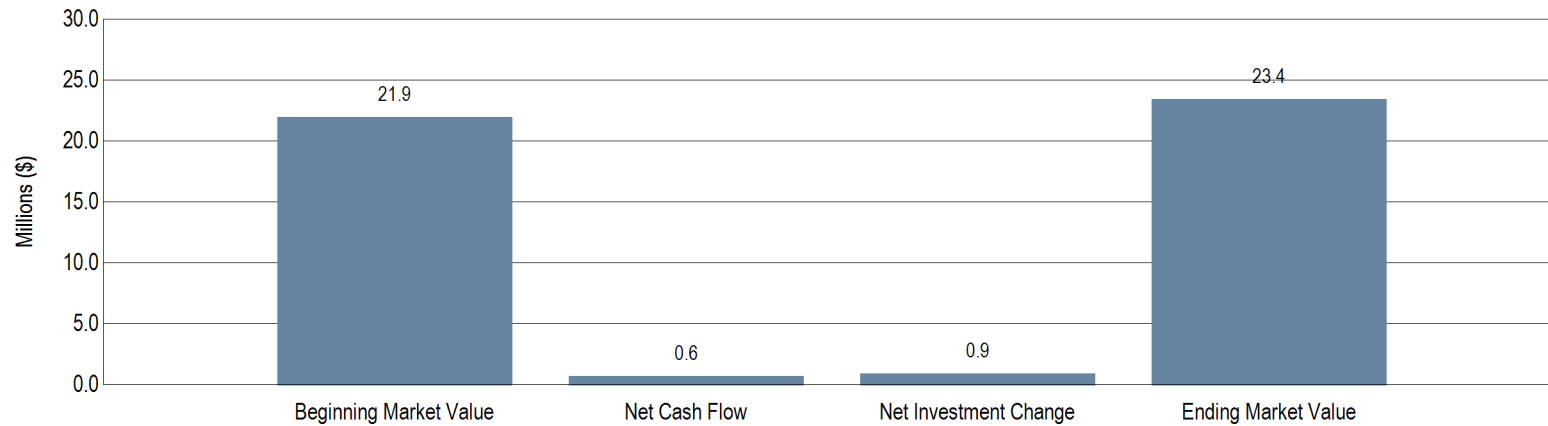
3
El Camino Real OPEB

Total Composite
As of December 31, 2021

Summary Of Cash Flows

	Fourth Quarter	Year-To-Date	One Year	Three Years	Five Years	Inception 9/1/21
Beginning Market Value	\$21,903,602	--	--	--	--	\$22,389,294
Net Cash Flow	\$634,942	\$854,942	\$854,942	\$854,942	\$854,942	\$854,942
Net Investment Change	\$873,975	\$22,557,577	\$22,557,577	\$22,557,577	\$22,557,577	\$168,283
Ending Market Value	\$23,412,518	\$23,412,518	\$23,412,518	\$23,412,518	\$23,412,518	\$23,412,518

Change in Market Value
From October 01, 2021 To December 31, 2021



El Camino Real OPEB

Total Composite As of December 31, 2021

	Market Value (\$)	% of Portfolio	3 Mo (%)	YTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	7 Yrs (%)	10 Yrs (%)	Since 3/31/11 (%)	Inception (%)	Inception Date
Total Composite	23,412,518	100.0	3.9	--	--	--	--	--	--	--	0.7	Sep-21
<i>Policy Index</i>			4.0	--	--	--	--	--	--	--	1.1	Sep-21
Total Equity	13,059,429	55.8	5.2	--	--	--	--	--	--	--	0.8	Sep-21
<i>MSCI ACWI</i>			6.7	18.5	18.5	20.4	14.4	10.9	11.9	9.8	2.3	Sep-21
Total Domestic Equity	8,166,068	34.9	8.5	--	--	--	--	--	--	--	3.4	Sep-21
<i>Russell 3000</i>			9.3	25.7	25.7	25.8	18.0	14.5	16.3	14.5	4.4	Sep-21
Total International Equity	4,893,362	20.9	0.2	--	--	--	--	--	--	--	-3.3	Sep-21
<i>MSCI ACWI ex USA</i>			1.8	7.8	7.8	13.2	9.6	6.6	7.3	5.0	-1.4	Sep-21
Total Fixed	6,776,921	28.9	-0.2	--	--	--	--	--	--	--	-0.9	Sep-21
<i>Bloomberg US Aggregate TR</i>			0.0	-1.5	-1.5	4.8	3.6	3.0	2.9	3.4	-0.9	Sep-21
Total Alternatives	3,273,634	14.0	8.1	--	--	--	--	--	--	--	4.0	Sep-21
<i>Custom Alts Index</i>			7.6	--	--	--	--	--	--	--	3.5	Sep-21
Total Cash	302,534	1.3	0.0	--	--	--	--	--	--	--	0.0	Sep-21
<i>ICE BofA 91 Days T-Bills TR</i>			0.0	0.0	0.0	1.0	1.1	0.9	0.6	0.6	0.0	Sep-21

	Current Balance	Current Allocation	Policy	Policy Range	Difference	Within IPS Range?
US Equity	\$8,166,068	34.9%	35.0%	20.0% - 50.0%	-0.1%	Yes
International Equity	\$4,893,362	20.9%	20.0%	10.0% - 30.0%	0.9%	Yes
Fixed Income	\$6,776,921	28.9%	30.0%	20.0% - 50.0%	-1.1%	Yes
Alternatives	\$3,273,634	14.0%	15.0%	0.0% - 25.0%	-1.0%	Yes
Cash	\$302,534	1.3%	0.0%	0.0% - 10.0%	1.3%	Yes
Total	\$23,412,518	100.0%	100.0%			

El Camino Real OPEB

Total Composite
As of December 31, 2021

	Market Value (\$)	% of Portfolio	3 Mo (%)	YTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	7 Yrs (%)	10 Yrs (%)	Since 3/31/11 (%)	Inception (%)	Inception Date
Total Composite	23,412,518	100.0	3.9	--	--	--	--	--	--	--	0.7	Sep-21
<i>Policy Index</i>			4.0	--	--	--	--	--	--	--	1.1	Sep-21
Total Equity	13,059,429	55.8	5.2	--	--	--	--	--	--	--	0.8	Sep-21
<i>MSCI ACWI</i>			6.7	18.5	18.5	20.4	14.4	10.9	11.9	9.8	2.3	Sep-21
Total Domestic Equity	8,166,068	34.9	8.5	--	--	--	--	--	--	--	3.4	Sep-21
<i>Russell 3000</i>			9.3	25.7	25.7	25.8	18.0	14.5	16.3	14.5	4.4	Sep-21
Fiduciary Management: Large Cap Instl	2,278,546	9.7	10.4	--	--	--	--	--	--	--	5.7	Sep-21
<i>Russell 1000 Value</i>			7.8	25.2	25.2	17.6	11.2	9.7	13.0	11.4	4.0	Sep-21
Polen Capital Focus Growth	2,196,693	9.4	5.8	--	--	--	--	--	--	--	-0.2	Sep-21
<i>Russell 1000 Growth</i>			11.6	27.6	27.6	34.1	25.3	19.6	19.8	17.9	5.4	Sep-21
Vanguard S&P 500 ETF	2,132,208	9.1	11.1	28.8	28.8	26.0	18.4	14.9	16.5	14.9	5.9	Sep-21
<i>S&P 500</i>			11.0	28.7	28.7	26.1	18.5	14.9	16.6	14.9	5.9	Sep-21
Vanguard Mid-Cap ETF	1,049,398	4.5	8.0	24.7	24.7	24.5	15.9	12.6	15.1	12.9	3.5	Sep-21
<i>CRSP US Mid Cap TR USD</i>			8.0	24.5	24.5	24.5	15.9	12.6	15.2	13.1	3.5	Sep-21
Vanguard Russell 2000 ETF	509,223	2.2	2.1	14.8	14.8	20.2	12.1	10.8	13.3	11.0	-0.7	Sep-21
<i>CRSP US Small Cap TR USD</i>			3.9	17.7	17.7	21.3	13.5	11.5	14.2	12.0	0.6	Sep-21
Total International Equity	4,893,362	20.9	0.2	--	--	--	--	--	--	--	-3.3	Sep-21
<i>MSCI ACWI ex USA</i>			1.8	7.8	7.8	13.2	9.6	6.6	7.3	5.0	-1.4	Sep-21
Artisan International Value Instl	1,843,282	7.9	4.4	17.0	17.0	16.5	10.7	8.1	10.7	8.9	1.1	Sep-21
<i>MSCI EAFE</i>			2.7	11.3	11.3	13.5	9.5	6.8	8.0	5.8	-0.3	Sep-21
American Europacific F3	1,984,505	8.5	-1.1	2.9	2.9	18.0	12.9	9.0	9.8	7.3	-5.2	Sep-21
<i>MSCI ACWI ex USA</i>			1.8	7.8	7.8	13.2	9.6	6.6	7.3	5.0	-1.4	Sep-21
Invesco Developing Mkts	1,065,575	4.6	-4.1	-7.3	-7.3	10.7	10.0	5.8	6.5	4.2	-6.8	Sep-21
<i>MSCI Emerging Markets</i>			-1.3	-2.5	-2.5	10.9	9.9	6.1	5.5	2.9	-5.2	Sep-21

El Camino Real OPEB

Total Composite As of December 31, 2021

	Market Value (\$)	% of Portfolio	3 Mo (%)	YTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	7 Yrs (%)	10 Yrs (%)	Since 3/31/11 (%)	Inception (%)	Inception Date
Total Fixed	6,776,921	28.9	-0.2	--	--	--	--	--	--	--	-0.9	Sep-21
<i>Bloomberg US Aggregate TR</i>			0.0	-1.5	-1.5	4.8	3.6	3.0	2.9	3.4	-0.9	Sep-21
Metropolitan West Total Return	3,279,484	14.0	-0.1	-1.1	-1.1	5.6	4.0	3.3	4.1	4.1	-0.9	Sep-21
<i>Bloomberg US Aggregate TR</i>			0.0	-1.5	-1.5	4.8	3.6	3.0	2.9	3.4	-0.9	Sep-21
Dodge & Cox Income	3,062,649	13.1	-0.4	-0.9	-0.9	6.0	4.4	3.8	4.1	4.1	-1.0	Sep-21
<i>Bloomberg US Aggregate TR</i>			0.0	-1.5	-1.5	4.8	3.6	3.0	2.9	3.4	-0.9	Sep-21
Lord Abbett High Yield	434,788	1.9	0.5	6.4	6.4	8.7	5.8	6.0	7.2	6.6	0.6	Sep-21
<i>Bloomberg US High Yield TR</i>			0.7	5.3	5.3	8.8	6.3	6.1	6.8	6.4	0.7	Sep-21
Total Alternatives	3,273,634	14.0	8.1	--	--	--	--	--	--	--	4.0	Sep-21
<i>Custom Alts Index</i>			7.6	--	--	--	--	--	--	--	3.5	Sep-21
Swan Hedged Equity US ETF	1,870,034	8.0	7.2	--	--	--	--	--	--	--	3.9	Sep-21
<i>60% S&P 500 / 40% Barclays US Aggregate</i>			6.6	15.9	15.9	17.5	12.6	10.3	11.1	10.4	3.2	Sep-21
PGIM Global Real Estate Fund	1,063,507	4.5	10.9	27.9	27.9	15.1	10.1	7.3	9.5	8.0	4.7	Sep-21
<i>FTSE EPRA/NAREIT Developed TR USD</i>			10.4	27.2	27.2	12.9	8.8	7.0	9.6	8.0	4.1	Sep-21
SPDR S&P Global Infrastructure ETF	340,093	1.5	4.5	11.4	11.4	9.4	7.0	4.8	6.6	5.8	2.8	Sep-21
<i>S&P Global Infrastructure</i>			4.6	11.9	11.9	--	--	--	--	--	3.2	Sep-21
Total Cash	302,534	1.3	0.0	--	--	--	--	--	--	--	0.0	Sep-21
<i>ICE BofA 91 Days T-Bills TR</i>			0.0	0.0	0.0	1.0	1.1	0.9	0.6	0.6	0.0	Sep-21
FIRST AM US TREAS MM CL Z	302,534	1.3	0.0	--	--	--	--	--	--	--	0.0	Sep-21
<i>ICE BofA 91 Days T-Bills TR</i>			0.0	0.0	0.0	1.0	1.1	0.9	0.6	0.6	0.0	Sep-21

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El Camino Real OPEB

Total Composite
As of December 31, 2021

Policy Benchmark History
As of December 31, 2021

Total Composite		
9/1/2021	Present	60% MSCI ACWI / 40% Bloomberg US Aggregate TR
Total Equity		

Allocation Benchmark History
As of December 31, 2021

Total Equity		
9/1/2021	Present	MSCI ACWI
Total Domestic Equity		
9/1/2021	Present	Russell 3000
Total International Equity		
9/1/2021	Present	MSCI ACWI ex USA

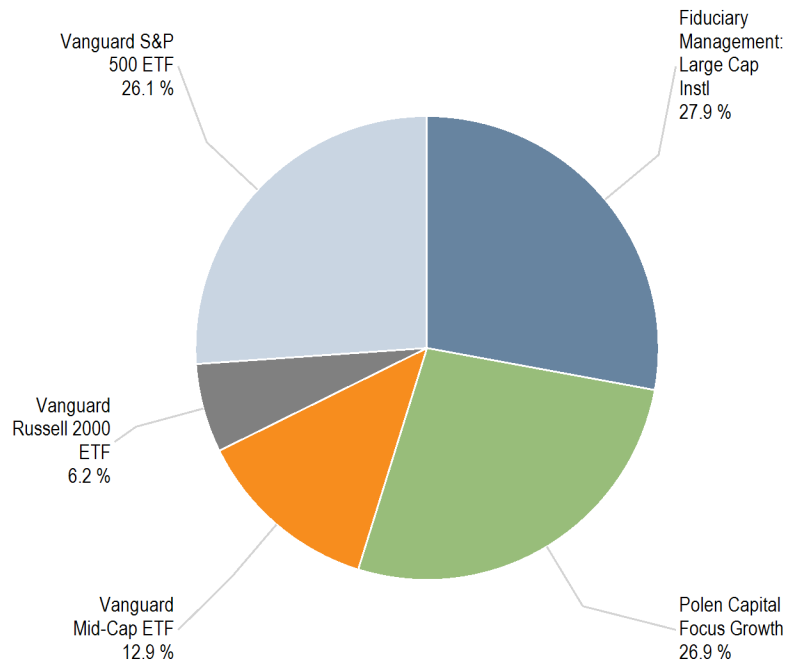
Custom Alts Benchmark History
As of December 31, 2021

Total Alternatives		
9/1/2021	Present	32% FTSE EPRA/NAREIT Developed TR USD / 57% 60% S&P 500 / 40% Barclays US Aggregate / 11% S&P Global Infrastructure

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El Camino Real OPEB

Total Domestic Equity
As of December 31, 2021

Current Allocation



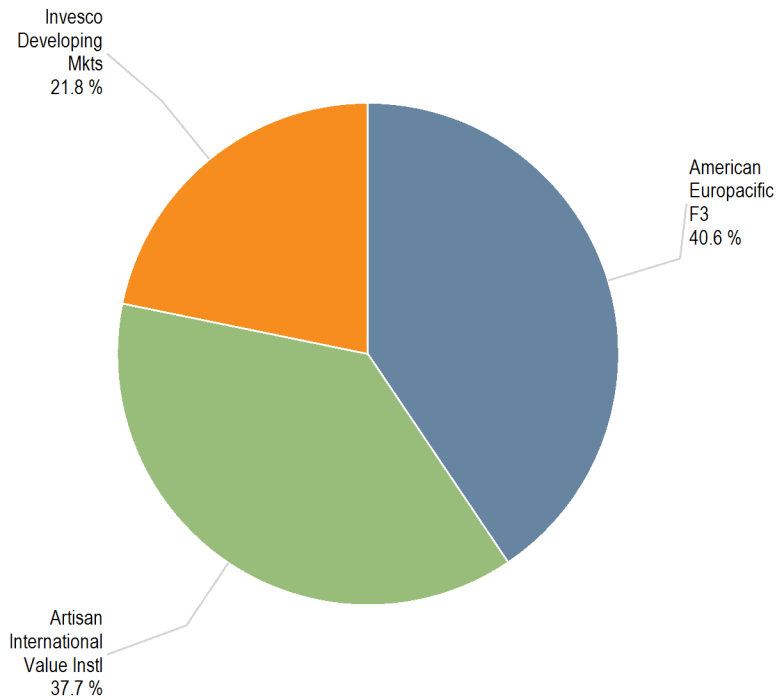
Asset Allocation on December 31, 2021

	Actual	Actual
Fiduciary Management: Large Cap Instl	\$2,278,546	27.9%
Polen Capital Focus Growth	\$2,196,693	26.9%
Vanguard Mid-Cap ETF	\$1,049,398	12.9%
Vanguard Russell 2000 ETF	\$509,223	6.2%
Vanguard S&P 500 ETF	\$2,132,208	26.1%
Total	\$8,166,068	100.0%

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El Camino Real OPEB

Total International Equity
As of December 31, 2021

Current Allocation



Asset Allocation on December 31, 2021

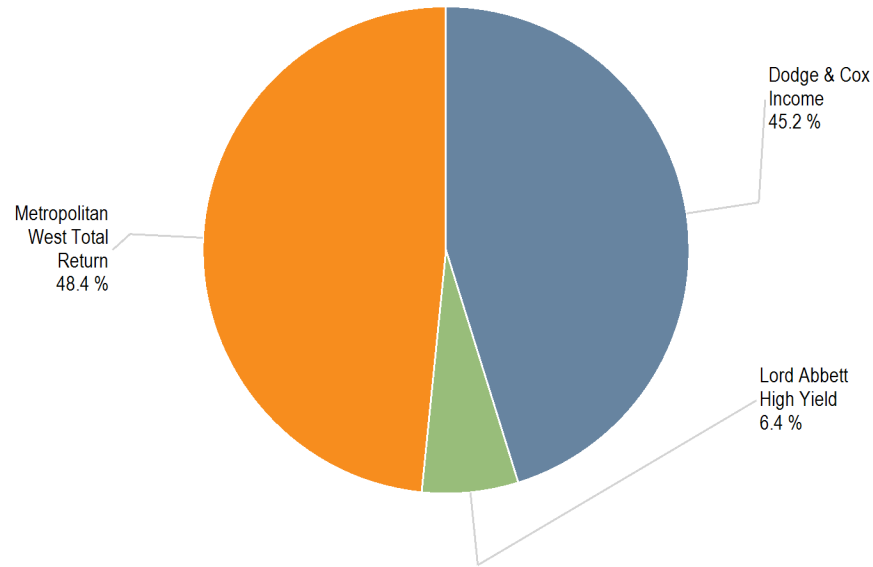
	Actual	Actual
American Europacific F3	\$1,984,505	40.6%
Artisan International Value Instl	\$1,843,282	37.7%
Invesco Developing Mkts	\$1,065,575	21.8%
Total	\$4,893,362	100.0%

El Camino Real OPEB

Total Fixed
As of December 31, 2021

Current Allocation

Asset Allocation on December 31, 2021



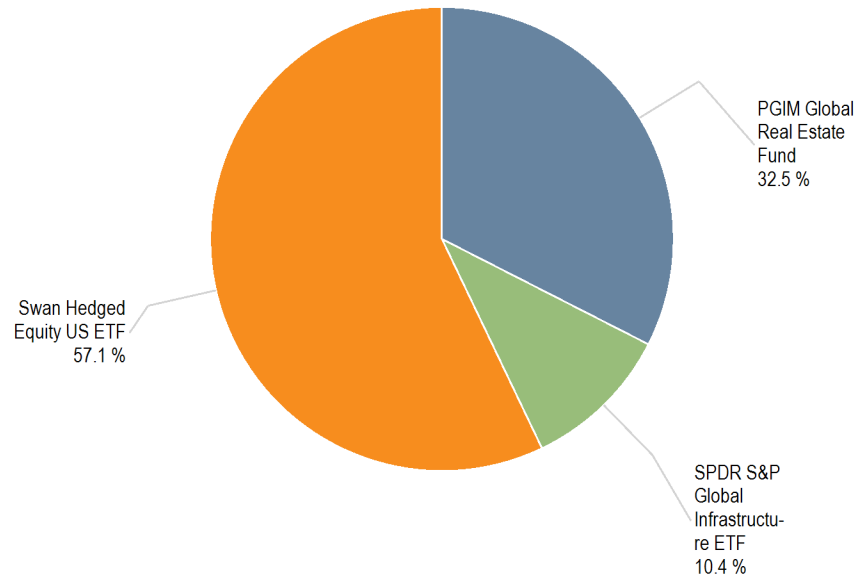
	Actual	Actual
Dodge & Cox Income	\$3,062,649	45.2%
Lord Abbett High Yield	\$434,788	6.4%
Metropolitan West Total Return	\$3,279,484	48.4%
Total	\$6,776,921	100.0%

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El Camino Real OPEB

Total Alternatives
As of December 31, 2021

Current Allocation

Asset Allocation on December 31, 2021

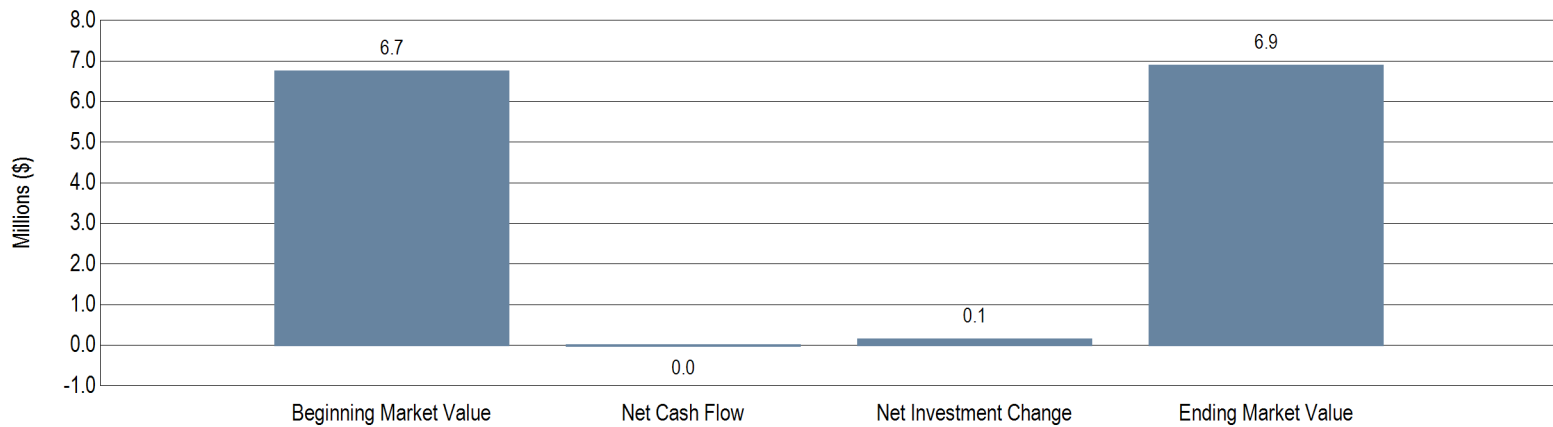


	Actual	Actual
PGIM Global Real Estate Fund	\$1,063,507	32.5%
SPDR S&P Global Infrastructure ETF	\$340,093	10.4%
Swan Hedged Equity US ETF	\$1,870,034	57.1%
Total	\$3,273,634	100.0%

Summary Of Cash Flows

	Fourth Quarter	Year-To-Date	One Year	Three Years	Five Years	Inception 8/1/21
Beginning Market Value	\$6,745,313	--	--	--	--	\$6,815,498
Net Cash Flow	-\$11,991	-\$11,992	-\$11,992	-\$11,992	-\$11,992	-\$11,992
Net Investment Change	\$147,753	\$6,893,068	\$6,893,068	\$6,893,068	\$6,893,068	\$77,570
Ending Market Value	\$6,881,075	\$6,881,075	\$6,881,075	\$6,881,075	\$6,881,075	\$6,881,075






Change in Market Value
From October 01, 2021 To December 31, 2021



El Camino Real GA

Total Composite As of December 31, 2021

	Market Value (\$)	% of Portfolio	3 Mo (%)	YTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	7 Yrs (%)	10 Yrs (%)	Since 3/31/11 (%)	Inception (%)	Inception Date
Total Composite	6,881,075	100.0	2.2	--	--	--	--	--	--	--	1.2	Aug-21
<i>Policy Index</i>			2.0	--	--	--	--	--	--	--	0.8	Aug-21
Total Equity	2,010,494	29.2	7.2	--	--	--	--	--	--	--	5.1	Aug-21
<i>MSCI ACWI</i>			6.7	18.5	18.5	20.4	14.4	10.9	11.9	9.8	4.8	Aug-21
Total Domestic Equity	1,530,867	22.2	9.1	--	--	--	--	--	--	--	6.7	Aug-21
<i>Russell 3000</i>			9.3	25.7	25.7	25.8	18.0	14.5	16.3	14.5	7.4	Aug-21
Total International Equity	479,626	7.0	1.7	--	--	--	--	--	--	--	0.4	Aug-21
<i>MSCI ACWI ex USA</i>			1.8	7.8	7.8	13.2	9.6	6.6	7.3	5.0	0.4	Aug-21
Total Fixed	4,376,600	63.6	-0.4	--	--	--	--	--	--	--	-0.9	Aug-21
<i>Bloomberg US Aggregate TR</i>			0.0	-1.5	-1.5	4.8	3.6	3.0	2.9	3.4	-1.0	Aug-21
Total Alternatives	357,556	5.2	8.7	--	--	--	--	--	--	--	6.3	Aug-21
Total Cash	136,425	2.0	0.0	--	--	--	--	--	--	--	0.0	Aug-21
<i>ICE BofA 91 Days T-Bills TR</i>			0.0	0.0	0.0	1.0	1.1	0.9	0.6	0.6	0.0	Aug-21

	Current Balance	Current Allocation	Policy	Policy Range	Difference	Within IPS Range?
 US Equity	\$1,530,867	22.2%	20.0%	10.0% - 30.0%	2.2%	Yes
 International Equity	\$479,626	7.0%	5.0%	0.0% - 15.0%	2.0%	Yes
 Fixed Income	\$4,376,600	63.6%	70.0%	50.0% - 90.0%	-6.4%	Yes
 Alternatives	\$357,556	5.2%	5.0%	0.0% - 15.0%	0.2%	Yes
 Cash	\$136,425	2.0%	0.0%	0.0% - 20.0%	2.0%	Yes
Total	\$6,881,075	100.0%	100.0%			

El Camino Real GA

Total Composite

As of December 31, 2021

	Market Value (\$)	% of Portfolio	3 Mo (%)	YTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	7 Yrs (%)	10 Yrs (%)	Since 3/31/11 (%)	Inception (%)	Inception Date
Total Composite	6,881,075	100.0	2.2	--	--	--	--	--	--	--	1.2	Aug-21
<i>Policy Index</i>			2.0	--	--	--	--	--	--	--	0.8	Aug-21
Total Equity	2,010,494	29.2	7.2	--	--	--	--	--	--	--	5.1	Aug-21
<i>MSCI ACWI</i>			6.7	18.5	18.5	20.4	14.4	10.9	11.9	9.8	4.8	Aug-21
Total Domestic Equity	1,530,867	22.2	9.1	--	--	--	--	--	--	--	6.7	Aug-21
<i>Russell 3000</i>			9.3	25.7	25.7	25.8	18.0	14.5	16.3	14.5	7.4	Aug-21
Fiduciary Management: Large Cap	509,788	7.4	10.4	--	--	--	--	--	--	--	7.5	Aug-21
<i>Russell 1000 Value</i>			7.8	25.2	25.2	17.6	11.2	9.7	13.0	11.4	6.1	Aug-21
Polen Capital Focus Growth	502,434	7.3	5.7	--	--	--	--	--	--	--	3.5	Aug-21
<i>Russell 1000 Growth</i>			11.6	27.6	27.6	34.1	25.3	19.6	19.8	17.9	9.3	Aug-21
Vanguard S&P 500 ETF	518,645	7.5	11.1	28.8	28.8	26.0	18.4	14.9	16.5	14.9	9.0	Aug-21
<i>S&P 500</i>			11.0	28.7	28.7	26.1	18.5	14.9	16.6	14.9	9.1	Aug-21
Total International Equity	479,626	7.0	1.7	--	--	--	--	--	--	--	0.4	Aug-21
<i>MSCI ACWI ex USA</i>			1.8	7.8	7.8	13.2	9.6	6.6	7.3	5.0	0.4	Aug-21
Artisan International Value Instl	247,100	3.6	4.4	17.0	17.0	16.5	10.7	8.1	10.7	8.9	1.4	Aug-21
<i>MSCI EAFE</i>			2.7	11.3	11.3	13.5	9.5	6.8	8.0	5.8	1.5	Aug-21
American Funds Europacific Growth	232,526	3.4	-1.1	2.9	2.9	18.0	12.9	9.0	9.8	7.3	-2.0	Aug-21
<i>MSCI ACWI ex USA</i>			1.8	7.8	7.8	13.2	9.6	6.6	7.3	5.0	0.4	Aug-21
Total Fixed	4,376,600	63.6	-0.4	--	--	--	--	--	--	--	-0.9	Aug-21
<i>Bloomberg US Aggregate TR</i>			0.0	-1.5	-1.5	4.8	3.6	3.0	2.9	3.4	-1.0	Aug-21
Dodge & Cox Income	1,144,611	16.6	-0.4	-0.9	-0.9	6.0	4.4	3.8	4.1	4.1	-1.2	Aug-21
<i>Bloomberg US Aggregate TR</i>			0.0	-1.5	-1.5	4.8	3.6	3.0	2.9	3.4	-1.0	Aug-21
Metropolitan West Total Return Bond	1,540,908	22.4	-0.1	-1.1	-1.1	5.6	4.0	3.3	4.1	4.1	-1.1	Aug-21
<i>Bloomberg US Aggregate TR</i>			0.0	-1.5	-1.5	4.8	3.6	3.0	2.9	3.4	-1.0	Aug-21
PIMCO Low Duration	1,489,632	21.6	-0.8	-0.7	-0.7	2.4	1.9	1.7	1.9	1.8	-0.8	Aug-21
<i>Bloomberg US Govt 1-3 Yr TR</i>			-0.6	-0.6	-0.6	2.0	1.6	1.4	1.1	1.2	-0.7	Aug-21
Lord Abbett High Yield I	201,449	2.9	0.5	6.4	6.4	8.7	5.8	6.0	7.2	6.6	1.2	Aug-21
<i>Bloomberg US High Yield TR</i>			0.7	5.3	5.3	8.8	6.3	6.1	6.8	6.4	1.2	Aug-21

El Camino Real GA

Total Composite

As of December 31, 2021

	Market Value (\$)	% of Portfolio	3 Mo (%)	YTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	7 Yrs (%)	10 Yrs (%)	Since 3/31/11 (%)	Inception (%)	Inception Date
Total Alternatives	357,556	5.2	8.7	--	--	--	--	--	--	--	6.3	Aug-21
Swan Hedged Equity US ETF	212,639	3.1	7.2	--	--	--	--	--	--	--	6.2	Aug-21
<i>60% S&P 500 / 40% Barclays US Aggregate</i>			6.6	15.9	15.9	17.5	12.6	10.3	11.1	10.4	5.0	Aug-21
PGIM Global Real Estate Fund	144,916	2.1	10.9	27.9	27.9	15.1	10.1	7.3	9.5	8.0	6.4	Aug-21
<i>FTSE EPRA/NAREIT Developed TR USD</i>			10.4	27.2	27.2	12.9	8.8	7.0	9.6	8.0	5.5	Aug-21
Total Cash	136,425	2.0	0.0	--	--	--	--	--	--	--	0.0	Aug-21
ICE BofA 91 Days T-Bills TR			0.0	0.0	0.0	1.0	1.1	0.9	0.6	0.6	0.0	Aug-21
FIRST AM US TREAS MM CL Z	136,425	2.0	0.0	--	--	--	--	--	--	--	0.0	Aug-21
<i>ICE BofA 91 Days T-Bills TR</i>			0.0	0.0	0.0	1.0	1.1	0.9	0.6	0.6	0.0	Aug-21

Policy Benchmark History
As of December 31, 2021

Total Composite		
8/1/2021	Present	30% MSCI ACWI / 70% Bloomberg US Aggregate TR
Total Equity		
8/1/2021	Present	MSCI ACWI

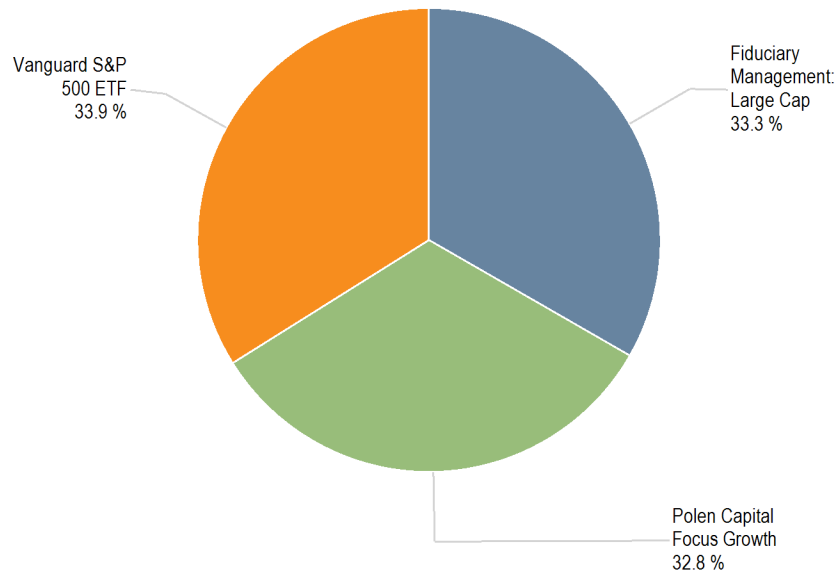
Allocation Benchmark History
As of December 31, 2021

Total International Equity		
8/1/2021	Present	MSCI ACWI ex USA

Custom Alts Benchmark History
As of December 31, 2021

Total Alternatives		
8/1/2021	Present	Custom Alts Index

Current Allocation

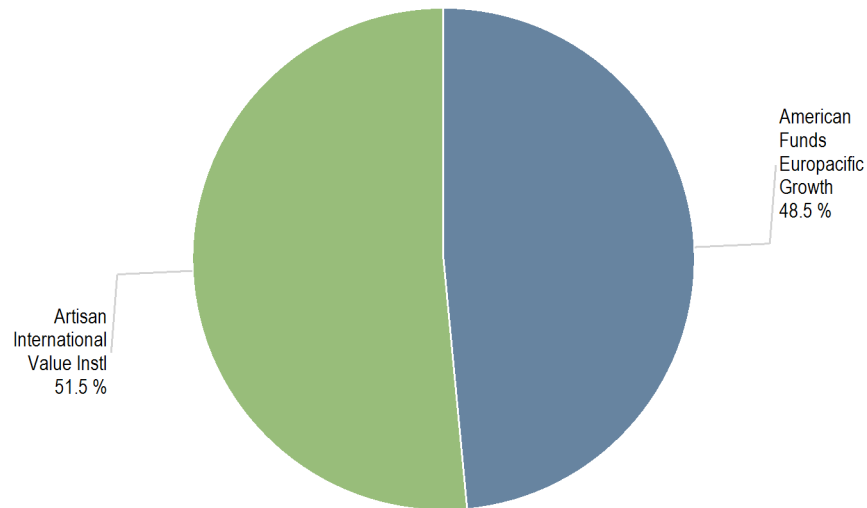


Asset Allocation on December 31, 2021

	Actual	Actual
Fiduciary Management: Large Cap	\$509,788	33.3%
Polen Capital Focus Growth	\$502,434	32.8%
Vanguard S&P 500 ETF	\$518,645	33.9%
Total	\$1,530,867	100.0%

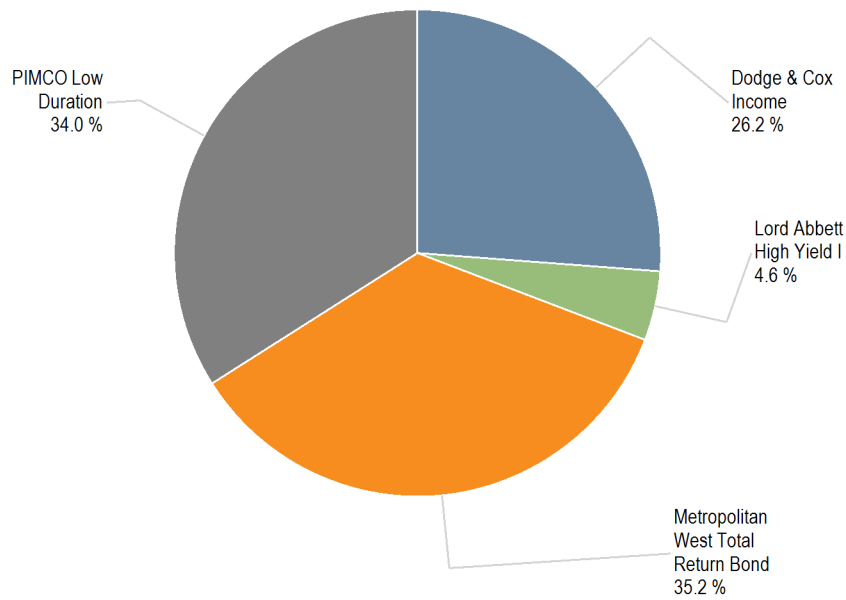
Current Allocation

Asset Allocation on December 31, 2021



	Actual	Actual
American Funds Europacific Growth	\$232,526	48.5%
Artisan International Value Instl	\$247,100	51.5%
Total	\$479,626	100.0%

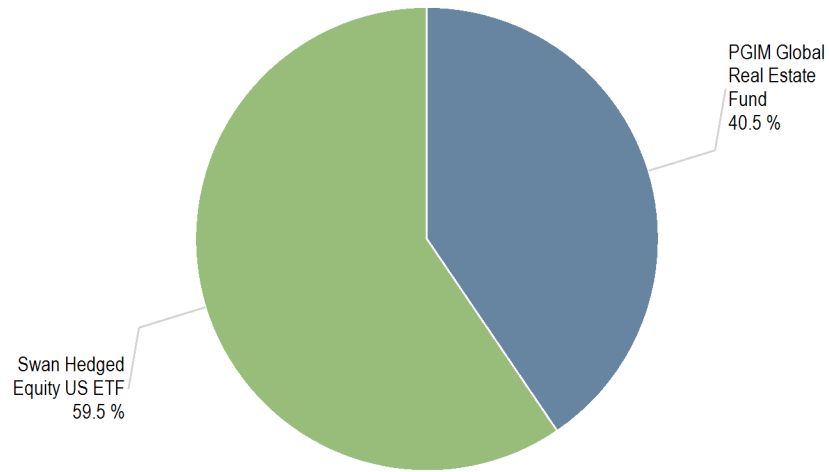
Current Allocation



Asset Allocation on December 31, 2021

	Actual	Actual
Dodge & Cox Income	\$1,144,611	26.2%
Lord Abbett High Yield I	\$201,449	4.6%
Metropolitan West Total Return Bond	\$1,540,908	35.2%
PIMCO Low Duration	\$1,489,632	34.0%
Total	\$4,376,600	100.0%

Current Allocation



Asset Allocation on December 31, 2021

	Actual	Actual
PGIM Global Real Estate Fund	\$144,916	40.5%
Swan Hedged Equity US ETF	\$212,639	59.5%
Total	\$357,556	100.0%

IMPORTANT DISCLOSURES

The information set forth herein is for the sole use of our clients and prospective clients, and only in connection with the purposes for which it is presented. By accepting delivery of the information, the intended recipient agrees that: a) the information set forth and the methodologies utilized herein are proprietary to Beacon Pointe, and b) no part hereof will be reproduced, reprinted, disseminated, displayed, or utilized for any reason other than the purposes expressed without the prior written consent of Beacon Pointe.

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General Disclosure: This information is confidential and proprietary and may not be reproduced or used for any reason other than the purposes expressed by the Beacon Pointe Family of Companies, which includes Beacon Pointe Advisors, LLC ("BPA") and Beacon Pointe Wealth Advisors, LLC ("BPWA"), without the prior written consent of BPA or BPWA. For presentation purposes we included the performance for subadvisors that we are recommending based on current market conditions. As BPA's & BPWA's recommendations of subadvisors vary based on the client's needs and objectives and our market outlook at any given time, the performance of actual client accounts varies substantially from the blended performance presented and the performance shown may not be representative of a client's actual experience. **Hypothetical Performance:** The performance results for the blended portfolio represent a hypothetical simulation based on accounts managed by subadvisors. The subadvisors' performance is based on actual portfolios traded in real time. The actual returns for portfolios managed by the subadvisors are weighted. The managers we have selected for this simulation are based on an in-depth screening process by BPA's & BPWA's manager research team, which includes both quantitative and qualitative analysis. The full performance presentation and disclosures of the subadvisors presented is available upon request. You should be aware of the following: 1) the hypothetical performance simulation does not reflect the impact that material economic and market factors might have had on BPA's & BPWA's decision-making process if BPA or BPWA have been recommending these subadvisors for the full period presented, 2) the allocation presented and the subadvisors selected for the simulation can be changed at any time in order to reflect better hypothetical performance results, and 3) the allocation and subadvisor selection can continue to be tested and adjusted until the desired results are achieved. **Performance Disclosure:** Past performance is not indicative of future results. Performance includes the reinvestment of all income and dividends. Valuations and returns stated in U.S. dollars. Returns labeled "Gross of BPA or BPWA Fees" are presented net of the standard subadvisors' fees, and do not reflect any discounts that BPA or BPWA may have negotiated with the subadvisor, nor do these returns reflect BPA's or BPWA's management fee. BPA's & BPWA's highest management fee is 1.65%. Returns will be reduced further by BPA or BPWA management fees and other miscellaneous fees charged by the custodian. Returns labeled "Gross of All Management Fees" are presented gross of the subadvisors' fees and BPA's or BPWA's management fee. Returns will be reduced further by BPA or BPWA management fees, subadvisor management fees, and other miscellaneous fees charged by the custodian. The deduction of management fees reduces the total rate of return. As an example, the compounded effect of investment management fees on the total value of a client's portfolio assuming (a) quarterly fee assessment, (b) \$1,000,000 investment, (c) portfolio return of 8% a year, and (d) 2.65% annual investment advisory fee would be \$28,620 in the first year and cumulative effects of \$158,580 over five years and \$362,306 over ten years. BPA's and BPWA's fee schedule is disclosed in each Form ADV Part 2 and the individual subadvisor's fee schedules are disclosed in their Form ADV Part 2. Upon request, BPA and BPWA will provide clients with copies of BPA's and BPWA's and the subadvisor's Form ADV Part 2. **Risks:** An investment in the blended portfolio has risks, including risk of losing some or all of the invested capital. Carefully consider the risks and suitability of the described strategy. **No Independent Verification:** BPA and BPWA have exercised all reasonable professional care in preparing the information. However, BPA and BPWA have not independently verified, or attested to, the accuracy or authenticity of the information, including any investment performance measurement. **Indices:** Indices are not available for direct investment and do not reflect the deduction of any fees. Performance for blended benchmarks is calculated based on allocations that are rebalanced back to the stated targets on a quarterly basis and are not adjusted for transaction costs or management fees.

Definitions: **Up/down Capture:** The up and down capture is a measure of how well a manager was able to replicate or improve on phases of positive benchmark returns and how badly the manager was affected by phases of negative benchmark returns. **Standard Deviation:** Shows how much variation or dispersion exists from the average (mean), or expected value. The more spread apart the data, the higher the deviation. In Finance, standard deviation is applied to the annual rate of return of an investment to measure the investment's volatility. **Annualized Returns:** The average amount of money earned by an investment each year over a given time period. An annualized total return provides only a snapshot of an investment's performance and does not give investors any indication of its volatility. Annualized total return merely provides a geometric average, rather than an arithmetic average. **Excess Return:** Excess return represents the difference between the returns of two portfolios. In a typical application, excess return provides a measure of the difference between a manager's return and the return of a benchmark for that manager. In the context of a beta benchmark, excess return refers to the difference between a manager or market benchmark and T-bills. A positive excess return implies that the manager outperformed the benchmark. **Information Ratio:** A ratio of portfolio returns above the returns of a benchmark (usually an index) to the volatility of those returns. The information ratio (IR) measures a portfolio manager's ability to generate excess returns relative to a benchmark, but also attempts to identify the consistency of the investor. This ratio will identify if a manager has beaten the benchmark by a lot in a few months or a little every month. The higher the IR the more consistent a manager is and consistency is an ideal trait. **Significance Level:** The significance level of a manager series vs. a benchmark series indicates the level of confidence with which the statement "the manager's annualized excess return over the benchmark is positive" or "the manager's annualized excess return over the benchmark is negative," as the case may be, holds true. This measurement ranges from 50% (chance) to 100%. A manager with consistent under- or over-performance compared to its benchmark over a long period of time would have a high significance level. **Explained Variance:** The variance explained is also referred to as Standard R² in StyleADVISOR. This is usually very close to the correlation squared. To understand what variance explained means, think of a manager and a style benchmark. Any variance in the difference between manager and style benchmark (i.e. any variance in the excess return of manager over benchmark) represents a failure of the style benchmark variance to explain the manager variance. Hence, the quotient of variance of excess return over variance of manager represents the unexplained variance. The variance explained is 1 minus the unexplained variance: Variance Explained = 1 - Var(e) / Var(M), Where: var(M) = variance of manager returns var(e) = variance of excess return of manager over benchmark. **Tracking Error:** A divergence between the price behavior of a position or a portfolio and the price behavior of a benchmark. Tracking errors are reported as a "standard deviation percentage" difference. This measure reports the difference between the return an investor receives and that of the benchmark he or she was attempting to imitate. **Alpha:** Alpha is a measure of risk (beta)-adjusted return. Alpha measures the difference between a portfolio's actual returns and what it might be expected to deliver based on its level of risk. Theoretically, higher risk should equate to higher return. A positive alpha means the fund has beaten expectations. A negative alpha means that the fund has failed to match performance given its level of risk. If two managers have the same return, but one has a lower beta, that manager would have a higher alpha. **Beta:** Beta represents the systematic risk of a portfolio and measures its sensitivity to a benchmark. A portfolio with a beta of one is considered to be as risky as the benchmark and would therefore provide expected returns equal to those of the market benchmark during both up and down periods. A portfolio with a beta of two would move approximately twice as much as the benchmark. **Cumulative Return:** The aggregate amount that an investment has gained or lost over time, independent of the period of time involved. Presented as a percentage, the cumulative return is the raw mathematical return of the following calculation: (Current Price of Security) - (Original Price of Security) / (Original Price of Security). **Sharpe Ratio:** The Sharpe ratio is calculated as the portfolio's excess return over the risk-free rate divided by the portfolio's standard deviation. **The Barclays 1-10 Year Managed Money (MM) Index:** A subset of the Barclays Municipal Managed Money Index, representing bonds with one to ten years to maturity. The Barclays Municipal Managed Money Index is an unmanaged index that is rules-based, market-value weighted engineered for the tax exempt bond market. All bonds in the National Municipal Bond Index must be rated Aa3/AA- or higher by at least two of the following statistical ratings agencies: Moody's, S&P and Fitch.

PERFORMANCE DISCLOSURES & GLOSSARY TERMS

Indices: Indices are not available for direct investment and do not reflect the deduction of any fees. Performance for blended benchmarks is calculated based on allocations that are rebalanced back to the stated targets on a quarterly basis and are not adjusted for transaction costs or management fees. Indices are not available for direct investment and do not reflect the deduction of any fees. Performance for blended benchmarks is calculated based on allocations that are rebalanced back to the stated targets on a quarterly basis and are not adjusted for transaction costs or management fees.

Barclays US Aggregate: The index measures the performance of the U.S. investment grade bond market. The index invests in a wide spectrum of public, investment-grade, taxable, fixed income securities in the United States – including government, corporate, and international dollar-denominated bonds, as well as mortgage-backed and asset-backed securities, all with maturities of more than 1 year. **Barclays US Municipal Bond Index:** a broad-based benchmark that measures the investment grade, US dollar-denominated, fixed tax exempt bond market. The index includes state and local general obligation, revenue, insured, and pre-refunded bonds. The US Municipal Index was inceptioned in January 1980. **Citigroup - The World Government Bond Index (WGBI):** Measures the performance of fixed-rate, local currency, investment grade sovereign bonds. The WGBI is a widely used benchmark that currently comprises sovereign debt from over 20 countries, denominated in a variety of currencies, and has more than 25 years of history available. The WGBI provides a broad benchmark for the global sovereign fixed income market. Sub-indices are available in any combination of currency, maturity, or rating. **MSCI ACWI:** Captures large and mid cap representation across 23 Developed Markets (DM) and 23 Emerging Markets (EM) countries*. With 2,476 constituents, the index covers approximately 85% of the global investable equity opportunity set. **The MSCI ACWI ex USA Index:** Captures large and mid cap representation across 22 of 23 Developed Markets (DM) countries (excluding the US) and 23 Emerging Markets (EM) countries*. With 1,839 constituents, the index covers approximately 85% of the global equity opportunity set outside the US. **The MSCI EAFE Index:** A broadly recognized as the pre-eminent benchmark for U.S. investors to measure international equity performance. It comprises the MSCI country indexes capturing large and mid-cap equities across developed markets in Europe, Australasia and the Far East, excluding the U.S. and Canada. Numerous exchange-traded funds are based on the MSCI EAFE Index, and the Chicago Mercantile Exchange, NYSE Liffe US and the Bclear platform of Liffe are licensed to list futures contracts on this index as well. **The MSCI Emerging Markets Index:** A free float-adjusted market capitalization index that is designed to measure equity market performance of emerging markets. The index consists of the following 21 emerging market country indices: Brazil, Chile, China, Colombia, Czech Republic, Egypt, Greece, Hungary, India, Indonesia, Korea, Malaysia, Mexico, Peru, Philippines, Poland, Russia, South Africa, Taiwan, Thailand, and Turkey. **The Russell 1000 Index:** Measures the performance of the large-cap segment of the U.S. equity universe. It is a subset of the Russell 3000® Index and includes approximately 1000 of the largest securities based on a combination of their market cap and current index membership. The Russell 1000 represents approximately 92% of the U.S. market. The Russell 1000 Index is constructed to provide a comprehensive and unbiased barometer for the large-cap segment and is completely reconstituted annually to ensure new and growing equities are reflected. **The Russell 1000 Growth Index:** Measures the performance of the large-cap growth segment of the U.S. equity universe. It includes those Russell 1000 companies with higher price-to-book ratios and higher forecasted growth values. The Russell 1000 Growth Index is constructed to provide a comprehensive and unbiased barometer for the large-cap growth segment. The Index is completely reconstituted annually to ensure new and growing equities are included and that the represented companies continue to reflect growth characteristics. **The Russell 1000 Value Index:** Measures the performance of the large-cap value segment of the U.S. equity universe. It includes those Russell 1000 companies with lower price-to-book ratios and lower expected growth values. The Russell 1000 Value Index is constructed to provide a comprehensive and unbiased barometer for the large-cap value segment. The Index is completely reconstituted annually to ensure new and growing equities are included and that the represented companies continue to reflect value characteristics. **The Russell 2000 Value Index:** Measures the performance of small-cap value segment of the U.S. equity universe. It includes those Russell 2000 companies with lower price-to-book ratios and lower forecasted growth values. The Russell 2000 Value Index is constructed to provide a comprehensive and unbiased barometer for the small-cap value segment. The Index is completely reconstituted annually to ensure larger stocks do not distort the performance and characteristics of the true small-cap opportunity set and that the represented companies continue to reflect value characteristics. **The Russell 2500™ Index:** Measures the performance of the small to mid-cap segment of the U.S. equity universe, commonly referred to as "smid" cap. The Russell 2500 Index is a subset of the Russell 3000® Index. It includes approximately 2500 of the smallest securities based on a combination of their market cap and current index membership. The Russell 2500 Index is constructed to provide a comprehensive and unbiased barometer for the small to mid-cap segment. The Index is completely reconstituted annually to ensure larger stocks do not distort the performance and characteristics of the true small to mid-cap opportunity set. **The Russell 2500™ Value Index:** Measures the performance of the small to mid-cap value segment of the U.S. equity universe. It includes those Russell 2500 companies that are considered more value oriented relative to the overall market as defined by Russell's leading style methodology. The Russell 2500 Value Index is constructed to provide a comprehensive and unbiased barometer of the small to mid-cap growth market. The Index is completely reconstituted annually to ensure larger stocks do not distort the performance and characteristics of the true small to mid-cap opportunity set and that the represented companies continue to reflect value characteristics. **The Russell 3000 Growth Index:** Includes companies that display signs of above average growth. The index is used to provide a gauge of the performance of growth stocks in the U.S. **The Russell 3000 Index:** Measures the performance of the largest 3,000 U.S. companies representing approximately 98% of the investable U.S. equity market. The Russell 3000 Index is constructed to provide a comprehensive, unbiased and stable barometer of the broad market and is completely reconstituted annually to ensure new and growing equities are reflected. **The Russell 3000 Value Index:** Measures the performance of the broad value segment of U.S. equity value universe. It includes those Russell 3000 companies with lower price-to-book ratios and lower forecasted growth values. The Russell 3000 Value Index is constructed to provide a comprehensive, unbiased, and stable barometer of the broad value market. The Index is completely reconstituted annually to ensure new and growing equities are included and that the represented companies continue to reflect value characteristics. **The Russell Midcap Index:** Measures the performance of the mid-cap segment of the U.S. equity universe. The Russell Midcap Index is a subset of the Russell 1000® Index. It includes approximately 800 of the smallest securities based on a combination of their market cap and current index membership. The Russell Midcap Index represents approximately 31% of the total market capitalization of the Russell 1000 companies. The Russell Midcap Index is constructed to provide a comprehensive and unbiased barometer for the mid-cap segment. The Index is completely reconstituted annually to ensure larger stocks do not distort the performance and characteristics of the true mid-cap opportunity set. **The Russell Midcap Value Index;** Measures the performance of the mid-cap value segment of the U.S. equity universe. It includes those Russell Midcap Index companies with lower price-to-book ratios and lower forecasted growth values. The Russell Midcap Value Index is constructed to provide a comprehensive and unbiased barometer of the mid-cap value market. The Index is completely reconstituted annually to ensure larger stocks do not distort the performance and characteristics of the true mid-cap value market. **The S&P 500:** A free-float market capitalization weighted index of 500 of the largest U.S. companies. The index is calculated on a total return basis with dividends reinvested and is not available for direct investment. The composition of the subadvisor's strategy shown may differ significantly from the securities that comprise the index due to the subadvisor's active investment process and smaller number of holdings. The subadvisor's investment program does not, and the subadvisor makes no attempt to, mirror performance of the index in the aggregate, and the volatility of the subadvisor's investment program may be materially different from that of the referenced indices.

Thank you for your continued confidence in Beacon Pointe. We appreciate your business.

**EL CAMINO REAL CHS
INVESTMENTS REVIEW
FISCAL YEAR 2021-2022**

2021-2022

		Year End						Contributions			
			Oct-21	Nov-21	Dec-21	Jan-22	Executive Summary-OPEB				
		Jun-21						\$ 21,250,357	Beginning Balance at 07/01/21		
								\$ 1,540,000	YTD Contributions		
								\$ (140,029)	Gains/Losses	-0.7%	Invest. Change
								\$ 22,650,328	Current Ending	6.6%	Total Change
Contributions		\$ 220,000	\$ 220,000	\$ 220,000	\$ 220,000	\$ 220,000					
El Camino Real CHS	OPEB Trust	\$ 21,250,357	\$ 22,849,642	\$ 22,581,901	\$ 23,414,747	\$ 22,650,328					
Investment Managers:							Month	YTD			
Polen Capital Mgt		\$ 2,211,572	\$ 2,130,330	\$ 2,196,693	\$ 2,217,237		0.9%	0.7%			
Fiduciary Mgt		\$ 2,094,904	\$ 2,126,258	\$ 2,278,546	\$ 2,298,642		0.9%	10.9%			
Beacon Pointe		\$ 18,543,166	\$ 18,325,313	\$ 18,939,507	\$ 18,134,449		-4.3%	0.1%			
El Camino Real CHS		\$ 6,786,072									
Investment Managers:							Month	YTD			
Polen Capital Mgt		\$ 506,180	\$ 487,561	\$ 502,434	\$ 458,733		-8.7%	-9.0%			
Fiduciary Mgt		\$ 487,606	\$ 475,929	\$ 509,788	\$ 491,179		-3.7%	1.9%			
Beacon Pointe		\$ 5,856,046	\$ 5,819,802	\$ 5,871,118	\$ 5,737,900		-2.3%	-2.5%			
Annuity	3 Yr. (8/23) Fixed @ 2.40%	Midland \$ 382,505	\$ 385,475	\$ 386,353	\$ 386,353	\$ 387,232	0.2%	0.8%			
	3 Yr. (9/23) Fixed @ 1.95%	Athene \$ 380,858	\$ 383,406	\$ 384,056	\$ 384,056	\$ 384,748	0.2%	0.7%			
Combined		\$ 7,549,435	\$ 7,618,713	\$ 7,553,700	\$ 7,650,691	\$ 7,459,792	-2.5%	-2.3%			
Month End -Combined		\$ 28,799,792	\$ 30,468,355	\$ 30,135,601	\$ 31,065,438	\$ 30,110,120			Gains (Losses) YTD-General Acct		
Cash In Coun		\$ 6,127,000	\$ 12,059,000	\$ 13,085,000	\$ 14,624,000	\$ 13,865,000	\$ 12,586,571	(170,292)	\$ 35,242	\$	205,534

Coversheet

January 2022 Financial Update

Section: IV. Financial
Item: A. January 2022 Financial Update
Purpose: Discuss
Submitted by:
Related Material: Agenda_Item_IV.A,-Jan_'22_Financial_Report[1].pdf

El Camino Real Charter High School

FINANCIAL REPORT AS OF: JANUARY 31, 2022

PROVIDED BY: ICON School Management



BALANCE SHEET

Description	Actual January 2022	Prior January 2021	\$ Change to Prior	% Change
ASSETS				
Current Assets				
Cash	\$ 22,428,625	\$ 17,500,285	4,928,340	28.16%
Investments	7,290,778	3,725,436	3,565,342	95.70%
Accounts Receivable	858,727	1,608,311	(749,584)	-46.61%
Store Inventory	58,549	-	58,549	N/A
Prepaid Expenditures (Expenses)	54,257	248,326	(194,069)	-78.15%
Total Current Assets	30,690,936	23,082,358	7,608,578	32.96%
Fixed Assets, Net of Depreciation	6,306,495	6,440,585	(134,090)	-2.08%
Total Assets	\$ 36,997,431	\$ 29,522,943	7,474,488	25.32%
LIABILITIES & NET ASSETS				
Current Liabilities				
Accounts Payables	\$ 114,091	\$ 137,524	(23,433)	-17.04%
Accrued Liabilities	2,102,263	799,323	1,302,940	163.01%
Deferred Revenue	3,746,090	264,135	3,481,955	1318.25%
Total Current Liabilities	5,962,444	1,200,982	4,761,462	396.46%
Long-Term Debt	11,635,579	18,122,129	(6,486,550)	-35.79%
Total Liabilities	17,598,023	19,323,111	(1,725,088)	-8.93%
Net Assets				
Economic Uncertainty (3%)	1,302,280	1,142,320	159,960	14.00%
Restricted Net Position	1,204,650	-	1,204,650	N/A
Unrestricted	16,892,478	9,057,512	7,834,966	86.50%
Total Net Assets	19,399,408	10,199,832	9,199,576	90.19%
Total Liabilities & Net Assets	\$ 36,997,431	\$ 29,522,943	7,474,488	25.32%

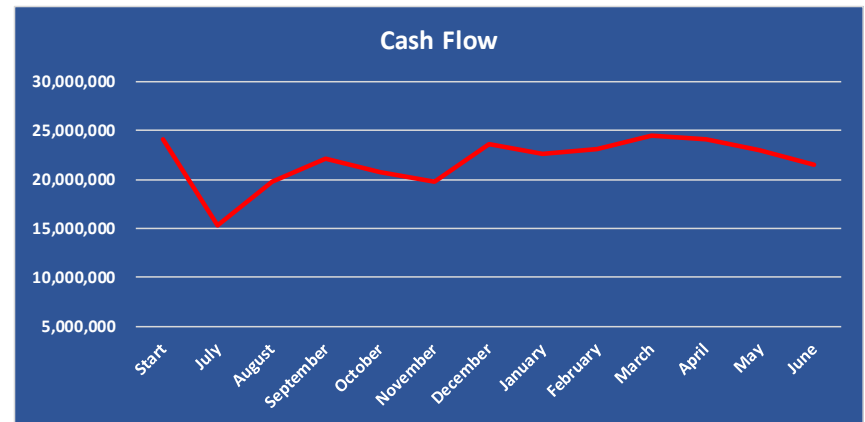
- Cash has increased due to 20-21 One-Time Funds, PPP Loan, and 20-21 Deferral Payments
- State overpaid with Deferrals and will reduce cash for 21-22 LCFF (\$2M)
- LT-Debt decreased due to FMV adjustment to OPEB Accounts as well as PPP Loan being forgiven.
- Restricted Net Position:
 - Lottery - \$233,711
 - ELO - \$733,967
 - ELO PP - \$239,972
- Unrestricted Net Position – Investigating allocation of Net Assets into a Designated Fund for Deferred Maintenance (Capital Improvements)



CASH ANALYSIS

- Days of Cash on Hand: 193 (Recommended: 90)

	Jan 2022	Dec 2021	Jun 2021
Cash in County Treasury	\$ 13,864,857.25	\$ 14,624,367.35	\$ 6,177,786.74
Fundraising #1287	842.65	842.65	\$ 483.66
PPP Account #1309	3,816,234.33	3,816,234.33	3,816,068.02
General Account #1761	3,891,026.87	3,712,161.55	6,717,622.52
A/P Account #1796	210,386.57	365,159.69	(57,903.75)
ASB Trust #1826	523,706.08	474,363.20	373,097.88
CNB ZBA Account	(46,384.67)	(38,788.38)	(36,236.79)
US Bank MMA #0851	167,622.91	162,599.44	-
US Bank OPEB MMA #0852	170,918.02	410,111.42	-
Cetera MMA #3344	-	-	6,786,072.26
Cetera OPEB MMA #4925	-	-	277,083.70
Petty Cash	500.00	293.05	500.00
Undeposited Funds	(167.25)	(2,468.00)	7,615.10
Total Checking/Savings/CDs	\$ 22,599,542.76	\$ 23,524,876.30	\$ 24,062,189.34



Expected Cash Flow for 2021-2022

PROFIT & LOSS (SUMMARY)

	Adopted Budget 21-22	1st Interim Budget	YTD 2021-22	PYTD 2020-21
REVENUES				
LCFF	\$ 36,897,468	\$ 35,871,495	\$ 18,442,866	\$ 18,920,989
Federal	2,129,265	6,067,475	1,818,158	1,844,937
State	3,178,858	3,170,689	1,848,974	2,357,125
Local	3,546,274	3,972,444	3,234,165	409,839
FMV Adjustment	-	-	(801,664)	2,386,445
	45,751,865	49,082,103	24,542,499	25,919,335
EXPENSES				
Salaries and benefits	32,311,946	32,161,488	18,898,842	17,015,265
Student supplies	2,654,022	2,478,260	1,959,539	1,191,485
Operating Exp	7,799,765	7,882,669	4,005,500	3,052,870
Capital Outlay	609,748	609,748	167,613	294,731
Other Outgo	33,866	-	-	-
	43,409,347	43,132,165	25,031,494	21,554,351
NET INCOME (LOSS)	\$ 2,342,518	\$ 5,949,938	\$ (488,995)	\$ 4,364,984
NET INCOME BEFORE FMV ADJ.	\$ 2,342,518	\$ 5,949,938	\$ 312,669	\$ 1,978,539

PROFIT & LOSS (YTD)

Description	Actual YTD Jan 2022	Prior YTD Jan 2021	\$ Change	% Change
REVENUES				
LCFF Revenues	\$ 18,442,866	\$ 18,920,989	\$ (478,123)	-2.53%
Federal Revenues	1,818,158	1,844,937	(26,779)	-1.45%
State Revenues	1,848,974	2,357,125	(508,151)	-21.56%
Local Revenues	3,234,165	409,839	2,824,326	689.13%
FMV Adjustment	(801,664)	2,386,445	(3,188,109)	-133.59%
Total Revenues	24,542,499	25,919,335	(1,376,836)	-5.31%
EXPENDITURES				
Certificated Salaries	9,980,692	8,599,833	1,380,859	16.06%
Classified Salaries	2,592,219	2,255,606	336,613	14.92%
Employee Benefits	6,325,931	6,159,826	166,105	2.70%
Books & Supplies	1,959,539	1,191,485	768,054	64.46%
Services and Operations	4,005,500	3,052,870	952,630	31.20%
Capital Outlay	167,613	294,731	(127,118)	-43.13%
Total Expenditures	25,031,494	21,554,351	3,477,143	16.13%
NET INCOME (LOSS)	\$ (488,995)	\$ 4,364,984	\$ (4,853,979)	-111.20%
NET INCOME BEFORE FMV ADJ.	\$ 312,669	\$ 1,978,539	\$ (1,665,870)	-84.20%

- In-Person Instruction and Sport Activities will incur additional expenses with the re-opening of School
- Additional CARES Related expenses for 21-22 will also increase expenses.
- Employee Benefits decrease due to STRS Refund

BUDGET COMPARISON (YTD)

- Lottery Amounts went from \$150 – Unrestricted / \$49 – Restricted to \$163 – Unrestricted / \$65 – Restricted (more revenue)
- SEF Tax Rate went down from 1.23% to 0.50% (Savings)
- SPED Rates are projected to increase from the \$689 – State/ \$267 – Federal (more revenue)
- Will adjust salaries and benefits due to Salary Negotiations for 2nd Interim
- Lower Enrollment/ADA from 21-22 Adopted Budget (approx. 94 ADA/\$1M less).

Description	Actual Jan 2022	1st Interim Budget	% Used
REVENUES			
LCFF Revenues	\$ 18,442,866	\$ 35,871,495	51.41%
Federal Revenues	1,818,158	6,067,475	29.97%
State Revenues	1,848,974	3,170,689	58.31%
Local Revenues	3,234,165	3,972,444	81.41%
FMV Adjustment	(801,664)	-	N/A
Total Revenues	24,542,499	49,082,103	50.00%
EXPENDITURES			
Certificated Salaries	9,980,692	16,370,172	60.97%
Classified Salaries	2,592,219	4,169,754	62.17%
Employee Benefits	6,325,931	11,621,562	54.43%
Books & Supplies	1,959,539	2,478,260	79.07%
Services and Operations	4,005,500	7,882,669	50.81%
Capital Outlay	167,613	609,748	27.49%
Total Expenditures	25,031,494	43,132,165	58.03%
NET INCOME (LOSS)	\$ (488,995)	\$ 5,949,938	-8.22%
NET INCOME BEFORE FMV ADJ.	\$ 312,669	\$ 5,949,938	5.25%



Department Budgets (4000s)

Approved Textbooks & Core Curricula Materials

Department	Actual Jan 2022	1st Interim Budget	% Used
EXPENDITURES			
Alternative Education/ISP	6,157	7,000	87.96%
Business Technology	6,947	5,000	138.94%
Career/Voc Ed/Arts	12,847	8,000	160.59%
English	75,165	73,000	102.97%
English Language Dev.	2,300		
Math	93,767	94,000	99.75%
Schoolwide	-	1,500	0.00%
Social Studies	40,750	35,000	116.43%
World Language	1,148	1,500	76.53%
Total Expenditures	239,081	225,000	106.26%

- Textbooks and Instructional Materials in certain departments will continue to be monitored due to the need of purchasing more materials in order to continue higher educational standards

Instructional Materials & Supplies

Department	Actual Jan 2022	Adopted Budget	% Used
EXPENDITURES			
Academic Decathlon	1,555	2,000	77.75%
Academics	322	1,000	32.20%
Administrative	13,803	5,000	276.06%
Alternative Education/ISP	682	1,000	68.20%
ASB	39	1,000	3.90%
Athletics	7,649	8,000	95.61%
Audio, Visual, Performing	1,872	1,000	187.20%
Boys Basketball	43	1,000	4.30%
Business Technology	356	-	N/A
College Office	239	-	N/A
Drama	425	1,000	42.50%
English	12,451	6,000	207.52%
Football	1,527	2,000	76.35%
Foreign Languages	1,512	2,000	75.60%
General Academic	49,454	50,000	98.91%
Independent Study	475	1,000	47.50%
Math	9,047	-	N/A
Physical Education	45	-	N/A
Robotics	250	1,000	25.00%
Science	16,855	15,000	112.37%
Schoolwide	2,673	79,250	3.37%
Social Studies	5,560	1,000	556.00%
Special Education	9,610	10,000	96.10%
Speech & Debate	987	1,000	98.70%
STEAM	6,520	7,000	93.14%
Technology	86,862	65,000	133.63%
Testing and Assessments	5,096	-	N/A
Vocational Arts	12,151	10,000	121.51%
Woodshop	1,011	1,000	101.10%
World Language	96	-	N/A
Total Expenditures	249,167	272,250	91.52%



El Camino Real Charter High School Custom Comparative Balance Sheet As of January 2022

Financial Row	Amount (As of Jan 2022)	Comparison Amount (As of Jan 2021)	Variance	% Variance
ASSETS				
Current Assets				
Bank				
9110 - Cash and County Treasury Account	\$13,864,857.25	\$0.00	\$13,864,857.25	0.00%
9120-100 - ECR Petty Cash	\$500.00	\$500.00	\$0.00	0.00%
9121-1287 - CNB Checking - Fundraising #1287	\$842.65	\$87.95	\$754.70	858.10%
9121-1295 - CNB Checking - LAUSD Account #1295	\$0.00	\$56,810.35	(\$56,810.35)	-100.00%
9121-1309 - CNB Checking - PPP Account #1309	\$3,816,234.33	\$3,815,700.00	\$534.33	0.01%
9121-1761 - CNB Checking - General Account #1761	\$3,891,026.87	\$8,886,810.01	(\$4,995,783.14)	-56.22%
9121-1796 - CNB Checking - A/P Account #1796	\$210,386.57	\$620,330.31	(\$409,943.74)	-66.08%
9122-1826 - CNB Checking - ASB Trust #1826	\$523,706.08	\$331,192.52	\$192,513.56	58.13%
9124-2717 - ECRCHS : CNB ZBA account	(\$46,384.67)	(\$23,804.83)	(\$22,579.84)	94.85%
9135-0851 - US Bank MMA #0851	\$167,622.91	\$0.00	\$167,622.91	0.00%
9135-0852 - US Bank OPEB MMA #0852	\$170,918.02	\$0.00	\$170,918.02	0.00%
9135-3344 - Cetera Investments #3344	\$0.00	\$3,811,999.09	(\$3,811,999.09)	-100.00%
9135-4925 - Cetera OPEB Investments #4925	\$0.00	\$192,639.85	(\$192,639.85)	-100.00%
Total Bank	\$22,599,710.01	\$17,692,265.25	\$4,907,444.76	27.74%
Accounts Receivable				
9200 - Accounts Receivable				
9200 - Accounts Receivable	\$380,880.97	\$44,000.00	\$336,880.97	765.64%
9219 - AR - Special Ed (Fed)	\$0.00	\$0.00	\$0.00	0.00%
9232 - AR - Property Taxes	\$0.00	\$0.00	\$0.00	0.00%
9239 - AR - Special Education	\$0.00	\$0.03	(\$0.03)	-100.00%
9253 - AR - AR1	\$270,664.53	\$0.00	\$270,664.53	0.00%
Total - 9200 - Accounts Receivable	\$651,545.50	\$44,000.03	\$607,545.47	1,380.78%
9290 - Due from Grantor Gov't				
9211 - AR - Title I	\$0.00	(\$67.00)	\$67.00	-100.00%
9212 - AR - Title II	\$18,242.00	\$0.00	\$18,242.00	0.00%
9213 - AR - Title III	\$0.00	\$0.00	\$0.00	0.00%
9214 - AR - Title IV	\$1,487.00	\$6,907.00	(\$5,420.00)	-78.47%
9226 - AR- Child Nutrition (Federal)	\$152,102.82	\$17,181.52	\$134,921.30	785.27%
9230 - AR - State Aid	\$0.00	\$1,535,130.00	(\$1,535,130.00)	-100.00%
9233 - AR - Lottery	\$0.00	\$0.00	\$0.00	0.00%
9246 - AR - Child Nutrition (State)	\$10,354.35	\$5,159.43	\$5,194.92	100.69%
9249 - AR - Other State Grants	\$24,995.21	\$0.00	\$24,995.21	0.00%
Total - 9290 - Due from Grantor Gov't	\$207,181.38	\$1,564,310.95	(\$1,357,129.57)	-86.76%
Total Accounts Receivable	\$858,726.88	\$1,608,310.98	(\$749,584.10)	-46.61%
Other Current Asset				
9150 - Investments	\$7,290,778.20	\$2,975,436.21	\$4,315,341.99	145.03%
9151 - OPEB Investments	\$22,478,008.72	\$17,779,663.75	\$4,698,344.97	26.43%
9152 - Other Investments	\$0.00	\$750,000.00	(\$750,000.00)	-100.00%
9320 - Store Inventory	\$58,549.48	\$0.00	\$58,549.48	0.00%
9330 - PrePaid Expenses	\$54,257.41	\$248,326.28	(\$194,068.87)	-78.15%
Undeposited Funds	(\$167.25)	\$659.69	(\$826.94)	-125.35%
Total Other Current Asset	\$29,881,426.56	\$21,754,085.93	\$8,127,340.63	37.36%
Total Current Assets	\$53,339,863.45	\$41,054,662.16	\$12,285,201.29	29.92%
Fixed Assets				
9410 - Land	\$2,019,963.89	\$2,019,963.89	\$0.00	0.00%
9420 - Land Improvements	\$249,078.59	\$203,845.25	\$45,233.34	22.19%
9425 - Accumulated Depreciation - Land Improvements	(\$176,707.08)	(\$167,294.49)	(\$9,412.59)	5.63%
9430 - Buildings	\$3,683,191.27	\$3,559,839.36	\$123,351.91	3.47%
9431 - Fixed Asset - Building Improvements	\$139,467.91	\$139,467.91	\$0.00	0.00%
9435 - Accumulated Depreciation-Buildings	(\$499,218.54)	(\$420,505.57)	(\$78,712.97)	18.72%
9436 - Accumulated Depreciation - Building Improvements	(\$139,467.91)	(\$139,467.91)	\$0.00	0.00%
9440 - Equipment	\$1,673,040.34	\$1,727,049.70	(\$54,009.36)	-3.13%
9445 - Accumulated Depreciation-Equipment	(\$1,570,495.10)	(\$1,561,009.54)	(\$9,485.56)	0.61%
9450 - Construction in Progress	\$0.00	\$3,200.00	(\$3,200.00)	-100.00%
9460 - Fixed Asset - Leasehold Improvements	\$1,478,554.00	\$1,478,554.00	\$0.00	0.00%
9465 - Accumulated Depreciation - Leaseholds	(\$550,912.73)	(\$403,057.25)	(\$147,855.48)	36.68%
Total Fixed Assets	\$6,306,494.64	\$6,440,585.35	(\$134,090.71)	-2.08%
Total ASSETS	\$59,646,358.09	\$47,495,247.51	\$12,151,110.58	25.58%
Liabilities & Equity				
Current Liabilities				
Accounts Payable				
9500 - Accounts Payable				
9500 - Accounts Payable	\$107,373.46	\$137,150.61	(\$29,777.15)	-21.71%
Total - 9500 - Accounts Payable	\$107,373.46	\$137,150.61	(\$29,777.15)	-21.71%
9504 - AMEX - Accounts Payable	\$0.00	\$373.00	(\$373.00)	-100.00%
9505 - CalCard - Accounts Payable	\$6,717.23	\$0.00	\$6,717.23	0.00%
Total Accounts Payable	\$114,090.69	\$137,523.61	(\$23,432.92)	-17.04%
Credit Card				

El Camino Real Charter High School Custom Comparative Balance Sheet As of January 2022

Financial Row	Amount (As of Jan 2022)	Comparison Amount (As of Jan 2021)	Variance	% Variance
6539 - 2540 - CalCard - Hussey	(\$10,839.71)	\$0.00	(\$10,839.71)	0.00%
6539 - 7280 - CalCard - Wood	(\$554.00)	\$0.00	(\$554.00)	0.00%
9515-1039 - American Express - Darby	\$0.00	\$7,191.00	(\$7,191.00)	-100.00%
9515-1047 - American Express - Hussey	\$0.00	(\$284.70)	\$284.70	-100.00%
Total Credit Card	(\$11,393.71)	\$6,906.30	(\$18,300.01)	-264.98%
Other Current Liability				
9501 - Accrued Accounts Payable	\$30,081.31	\$56,810.09	(\$26,728.78)	-47.05%
9530 - Garnishment/Lien Payable	(\$12,794.47)	\$0.00	(\$12,794.47)	0.00%
9550 - Retirement Liability - PERS	\$186,656.47	\$0.00	\$186,656.47	0.00%
9552 - Sales Taxes Payable CA	\$1,039.19	\$3,339.67	(\$2,300.48)	-68.88%
9555 - Retirement Liability - STRS	\$846,067.59	\$37,224.24	\$808,843.35	2,172.89%
9558 - Retirement Liability - PARS	\$1,479.32	\$0.00	\$1,479.32	0.00%
9570 - Wages Payable	(\$548.34)	\$0.00	(\$548.34)	0.00%
9573 - Accrued Salaries	\$321,946.04	\$17,612.03	\$304,334.01	1,727.99%
9574 - Accrued Payroll Taxes	\$0.00	\$46.44	(\$46.44)	-100.00%
9580 - 403B Payable	\$51,211.82	\$50,372.00	\$839.82	1.67%
9585 - Other Payroll Liabilities	\$60,610.05	\$89,215.03	(\$28,604.98)	-32.06%
9589 - OPEB Current Liability	\$153,364.94	\$186,024.72	(\$32,659.78)	-17.56%
9620 - Due to Student Groups/Other Agencies				
9620 - Due to Student Groups/Other Agencies	\$170,727.41	\$25,518.60	\$145,208.81	569.03%
9621 - Due to (From) School 1	\$303,815.23	\$326,253.45	(\$22,438.22)	-6.88%
Total - 9620 - Due to Student Groups/Other Agencies	\$474,542.64	\$351,772.05	\$122,770.59	34.90%
9650 - Deferred Revenue	\$2,565,528.87	\$0.00	\$2,565,528.87	0.00%
9651 - Deferred Deposits	\$122,945.35	\$130,148.00	(\$7,202.65)	-5.53%
9652 - Deferred Tuition	\$1,057,492.00	\$133,500.00	\$923,992.00	692.13%
Refunds Payable	\$124.00	\$487.00	(\$363.00)	-74.54%
Total Other Current Liability	\$5,859,746.78	\$1,056,551.27	\$4,803,195.51	454.61%
Total Current Liabilities	\$5,962,443.76	\$1,200,981.18	\$4,761,462.58	396.46%
Long Term Liabilities				
9664 - OPEB Liability	\$34,051,814.48	\$31,892,496.00	\$2,159,318.48	6.77%
9665 - Compensated Absences Payable	\$232,691.11	\$193,596.42	\$39,094.69	20.19%
9669 - Other general Long Term Debt	\$0.00	\$3,815,700.00	(\$3,815,700.00)	-100.00%
Total Long Term Liabilities	\$34,284,505.59	\$35,901,792.42	(\$1,617,286.83)	-4.50%
Equity				
Equity				
9760 - Fund Balance	\$14,865,054.13	\$6,027,612.68	\$8,837,441.45	146.62%
9793 - Audit Adjustments	\$3,815,700.00	\$0.00	\$3,815,700.00	0.00%
9797 - Temporarily Restricted	\$1,207,650.41	\$0.00	\$1,207,650.41	0.00%
Total - Equity	\$19,888,404.54	\$6,027,612.68	\$13,860,791.86	229.95%
Retained Earnings	\$0.00	(\$123.00)	\$123.00	-100.00%
Net Income	(\$488,995.80)	\$4,364,984.23	(\$4,853,980.03)	-111.20%
Total Equity	\$19,399,408.74	\$10,392,473.91	\$9,006,934.83	86.67%
Total Liabilities & Equity	\$59,646,358.09	\$47,495,247.51	\$12,151,110.58	25.58%

El Camino Real Charter High School Comparative Income Statement From July 2021 to January 2022

Financial Row	Amount (Jan 2022)	Comparative Amount (Jan 2021)	Variance	% Variance
Ordinary Income/Expense				
Income				
8000 - Revenue				
8010 - Principal Apportionment				
8011 - Charter Schools General Purpose Entitlement - State Aid	\$7,516,487.00	\$9,381,350.00	(\$1,864,863.00)	-19.88%
8012 - Education Protection Account Entitlement	\$4,874,043.00	\$3,810,018.00	\$1,064,025.00	27.93%
8019 - State Aid - Prior Years	\$305,980.00	\$0.00	\$305,980.00	0.00%
8096 - Charter Schools in Lieu of Property Taxes	\$5,746,356.00	\$5,729,620.97	\$16,735.03	0.29%
Total - 8010 - Principal Apportionment	\$18,442,866.00	\$18,920,988.97	(\$478,122.97)	-2.53%
8100 - Federal Revenue				
8181 - Special Education - Entitlement	\$0.00	\$406,121.00	\$0.00	0.00%
8220 - Child Nutrition Programs	\$506,312.82	\$198,917.43	\$307,395.39	154.53%
8221 - Donated Food Commodities	\$8,308.55	\$13,108.56	(\$4,800.01)	-36.62%
8285 - Interagency Contracts Between LEAs	\$523,681.00	\$0.00	\$523,681.00	0.00%
8290 - Every Student Succeeds Act	\$570,260.05	\$146,945.67	\$423,314.38	288.08%
8291 - Title I	\$0.00	\$206,935.00	(\$206,935.00)	-100.00%
8294 - Title IV	\$0.00	\$6,769.00	(\$6,769.00)	-100.00%
Total - 8290 - Every Student Succeeds Act	\$570,260.05	\$360,649.67	\$209,610.38	58.12%
8295 - Federal Learning Loss Funding	\$37,836.00	\$820,135.54	(\$782,299.54)	-95.39%
8296 - Other Federal Revenue				
8296 - Other Federal Revenue	\$99,419.84	\$0.00	\$99,419.84	0.00%
8299 - All Other Federal Revenue	\$72,339.55	\$46,004.34	\$26,335.21	57.25%
Total - 8296 - Other Federal Revenue	\$171,759.39	\$46,004.34	\$125,755.05	273.35%
Total - 8100 - Federal Revenue	\$1,818,157.81	\$1,844,936.54	(\$26,778.73)	-1.45%
8300 - Other State Revenues				
8380 - Special Ed				
8381 - Special Education - Entitlement (State)	\$0.00	\$1,440,943.48	(\$1,440,943.48)	-100.00%
Total - 8380 - Special Ed	\$0.00	\$1,440,943.48	(\$1,440,943.48)	-100.00%
8520 - Child Nutrition - State	\$35,331.74	\$14,613.51	\$20,718.23	141.77%
8550 - Mandated Cost Reimbursements	\$161,596.00	\$158,323.00	\$3,273.00	2.07%
8560 - State Lottery Revenue	\$263,735.04	\$199,164.85	\$64,570.19	32.42%
8590 - All Other State Revenue	\$1,388,310.96	\$544,080.55	\$844,230.41	155.17%
Total - 8300 - Other State Revenues	\$1,848,973.74	\$2,357,125.39	(\$508,151.65)	-21.56%
8600 - Other Local Revenue				
8600 - Other Local Revenue	\$15,440.60	\$0.00	\$15,440.60	0.00%
8631 - Sales				
8634 - Food Service Sales	\$37,406.25	(\$307.50)	\$37,713.75	-12264.63%
Total - 8631 - Sales	\$37,406.25	(\$307.50)	\$37,713.75	-12264.63%
8650 - Leases and Rentals	\$20,030.00	\$0.00	\$20,030.00	0.00%
8660 - Interest				
8660 - Interest	\$67,556.29	\$309,388.34	(\$241,832.05)	-78.16%
8661 - Dividends	\$252,608.18	\$0.00	\$252,608.18	0.00%
8664 - Gain (Loss) on Sale of Investments	\$408,944.29	\$0.00	\$408,944.29	0.00%
Total - 8660 - Interest	\$729,108.76	\$309,388.34	\$419,720.42	135.66%
8662 - Net Increase (Decrease) in the Fair Value of Investments	(\$801,664.40)	\$2,386,445.24	(\$3,188,109.64)	-133.59%
8677 - Interagency Services Between LEAs	\$1,635,189.07	\$0.00	\$1,635,189.07	0.00%
8690 - Other Local Revenue	\$332,990.68	\$100,629.19	\$232,361.49	230.91%
8710 - Tuition	\$391,250.00	\$0.00	\$391,250.00	0.00%
8804 - ASB Revenues	\$72,749.80	\$129.00	\$72,620.80	56295.19%
Total - 8600 - Other Local Revenue	\$2,432,500.76	\$2,796,284.27	(\$363,783.51)	-13.01%
Total - 8000 - Revenue	\$24,542,498.31	\$25,919,335.17	(\$1,376,836.86)	-5.31%
Total - Income	\$24,542,498.31	\$25,919,335.17	(\$1,376,836.86)	-5.31%
Gross Profit	\$24,542,498.31	\$25,919,335.17	(\$1,376,836.86)	-5.31%
Expense				
1000 - Certificated Salaries				
1100 - Teachers Salaries	\$8,050,341.34	\$7,010,964.55	\$1,039,376.79	14.83%
1200 - Certificated Pupil Support Salaries	\$1,250,474.20	\$1,038,609.23	\$211,864.97	20.40%
1300 - Certificated Supervisor & Administrator Salaries	\$679,876.06	\$550,259.27	\$129,616.79	23.56%
Total - 1000 - Certificated Salaries	\$9,980,691.60	\$8,599,833.05	\$1,380,858.55	16.06%
2000 - Classified Salaries				
2100 - Classified Instructional Aide Salaries	\$636,732.75	\$538,718.08	\$98,014.67	18.19%
2200 - Classified Support Salaries	\$946,380.61	\$790,442.98	\$155,937.63	19.73%
2300 - Classified Supervisor & Administrator Salaries	\$393,917.89	\$402,342.65	(\$8,424.76)	-2.09%
2400 - Classified Clerical & Office Salaries	\$573,545.24	\$483,865.42	\$89,679.82	18.53%
2900 - Classified Other Salaries	\$41,642.71	\$40,236.37	\$1,406.34	3.50%
Total - 2000 - Classified Salaries	\$2,592,219.20	\$2,255,605.50	\$336,613.70	14.92%

El Camino Real Charter High School Comparative Income Statement From July 2021 to January 2022

Financial Row	Amount (Jan 2022)	Comparative Amount (Jan 2021)	Variance	% Variance
Ordinary Income/Expense				
3000 - Employee Benefits				
3100 - STRS				
3101 - State Teachers Retirement System, certificated positions	\$1,479,239.26	\$1,219,614.54	\$259,624.72	21.29%
3102 - State Teachers Retirement System, classified positions	\$56,117.22	\$38,499.10	\$17,618.12	45.76%
3200 - PERS				
3201 - Public Employees Retirement System, certificated positions	\$27,235.00	\$22,589.67	\$4,645.33	20.56%
3202 - Public Employees Retirement System, classified positions	\$427,107.56	\$380,615.18	\$46,492.38	12.22%
Total - 3200 - PERS	\$454,342.56	\$403,204.85	\$51,137.71	12.68%
3300 - OASDI-Medicare-Alternative				
3301 - OASDI/Alternative, certificated positions	\$152,237.21	\$112,350.62	\$39,886.59	35.50%
3302 - OASDI/Alternative, classified positions	\$165,884.53	\$149,827.50	\$16,057.03	10.72%
Total - 3300 - OASDI-Medicare-Alternative	\$318,121.74	\$262,178.12	\$55,943.62	21.34%
3400 - Health & Welfare Benefits				
3401 - Health & Welfare Benefits - Certificated Positions	\$1,507,064.89	\$1,647,851.11	(\$140,786.22)	-8.54%
3402 - Health and Welfare Benefits - Classified Positions	\$611,345.92	\$577,412.08	\$33,933.84	5.88%
Total - 3400 - Health & Welfare Benefits	\$2,118,410.81	\$2,225,263.19	(\$106,852.38)	-4.80%
3500 - Unemployment Insurance				
3501 - State Unemploy. Insurance - Certificated Positions	\$44,030.02	\$7,085.38	\$36,944.64	521.42%
3502 - State Unemploy. Insurance - Classified Positions	\$9,747.13	\$1,883.46	\$7,863.67	417.51%
Total - 3500 - Unemployment Insurance	\$53,777.15	\$8,968.84	\$44,808.31	499.60%
3600 - Workers Comp Insurance				
3601 - Worker's Comp Insurance - Certificated Positions	\$90,497.06	\$72,072.89	\$18,424.17	25.56%
3602 - Workers' Comp Insurance - Classified Positions	\$25,729.36	\$24,571.15	\$1,158.21	4.71%
Total - 3600 - Workers Comp Insurance	\$116,226.42	\$96,644.04	\$19,582.38	20.26%
3700 - Retiree Benefits				
3701 - OPEB, Allocated, Certificated Positions	\$1,370,139.76	\$1,499,557.19	(\$129,417.43)	-8.63%
3702 - OPEB, Allocated, Classified Positions	\$355,560.72	\$389,378.81	(\$33,818.09)	-8.69%
Total - 3700 - Retiree Benefits	\$1,725,700.48	\$1,888,936.00	(\$163,235.52)	-8.64%
3900 - Other Employee Benefits				
3901 - Other Benefits - Certificated Positions	\$0.00	\$11,570.00	(\$11,570.00)	-100.00%
3902 - Other Benefits - Classified Positions	\$3,995.78	\$4,947.48	(\$951.70)	-19.24%
Total - 3900 - Other Employee Benefits	\$3,995.78	\$16,517.48	(\$12,521.70)	-75.81%
Total - 3000 - Employee Benefits	\$6,325,931.42	\$6,159,826.16	\$166,105.26	2.70%
4000 - Books & Supplies				
4100 - Approved Textbooks & Core Curricula Materials	\$239,080.00	\$114,879.76	\$124,200.24	108.11%
4200 - Books & Other Reference Materials	\$3,565.10	\$39,528.46	(\$35,963.36)	-90.98%
4300 - Materials & Supplies				
4300 - Materials & Supplies	\$15,450.54	\$15,083.11	\$367.43	2.44%
4325 - Instructional Materials & Supplies	\$249,165.98	\$105,388.52	\$143,777.46	136.43%
4330 - Office Supplies	\$48,460.26	\$39,440.34	\$9,019.92	22.87%
4345 - Non Instructional Student Materials & Supplies	\$341,886.81	\$137,066.64	\$204,820.17	149.43%
4350 - ASB Supplies	\$30,243.72	\$0.00	\$30,243.72	0.00%
Total - 4300 - Materials & Supplies	\$685,207.31	\$296,978.61	\$388,228.70	130.73%
4400 - Noncapitalized Equipment	\$850,870.69	\$650,773.69	\$200,097.00	30.75%
4700 - Food				
4710 - Student Food Services	\$180,815.81	\$89,324.35	\$91,491.46	102.43%
Total - 4700 - Food	\$180,815.81	\$89,324.35	\$91,491.46	102.43%
Total - 4000 - Books & Supplies	\$1,959,538.91	\$1,191,484.87	\$768,054.04	64.46%
5000 - Services & Other Operating Expenses				
5000 - Services & Other Operating Expenses	\$722.19	\$18,855.09	(\$18,132.90)	-96.17%
5100 - Subagreement for Services	\$0.00	\$223,023.39	(\$223,023.39)	-100.00%
5200 - Employee Travel	\$23,312.24	\$7,045.67	\$16,266.57	230.87%
5210 - Conferences and Professional Development	\$13,796.00	\$0.00	\$13,796.00	0.00%
5300 - Dues & Memberships	\$235,178.31	\$123,378.81	\$111,799.50	90.61%
5400 - Insurance	\$230,492.00	\$206,385.83	\$24,106.17	11.68%
5500 - Operations & Housekeeping				
5500 - Operations & Housekeeping	\$279,048.91	\$282,150.25	(\$3,101.34)	-1.10%
5520 - Security	\$216,124.36	\$0.00	\$216,124.36	0.00%
Total - 5500 - Operations & Housekeeping	\$495,173.27	\$282,150.25	\$213,023.02	75.50%
5600 - Rentals, Leases, & Repairs				
5605 - Equipment Leases	\$44,774.13	\$58,519.72	(\$13,745.59)	-23.49%
5610 - Rent	\$140.00	\$926.81	(\$786.81)	-84.89%
5616 - Repairs and Maintenance - Computers	\$2,527.04	\$7,990.82	(\$5,463.78)	-68.38%
5620 - Utilities	\$382,841.26	\$0.00	\$382,841.26	0.00%
5631 - Other Rentals, Leases and Repairs 1	\$1,803.62	\$837.04	\$966.58	115.48%

El Camino Real Charter High School Comparative Income Statement From July 2021 to January 2022

Financial Row	Amount (Jan 2022)	Comparative Amount (Jan 2021)	Variance	% Variance
Ordinary Income/Expense				
Total - 5600 - Rentals, Leases, & Repairs	\$432,086.05	\$68,274.39	\$363,811.66	532.87%
5800 - Other Services & Operating Expenses				
5800 - Other Services & Operating Expenses	\$18,589.81	\$26,878.56	(\$8,288.75)	-30.84%
5807 - Investment Taxes	\$13,414.69	\$0.00	\$13,414.69	0.00%
5808 - Investment Fees	\$119,708.38	\$186,243.29	(\$66,534.91)	-35.72%
5809 - Banking Fees	\$16,021.78	(\$16,331.27)	\$32,353.05	-198.10%
5812 - Business Services	\$48,000.00	\$0.00	\$48,000.00	0.00%
5815 - Consultants - Instructional	\$809,639.17	\$528,052.30	\$281,586.87	53.33%
5820 - Consultants - Non Instructional - Custom 1	\$365,601.54	\$401,354.51	(\$35,752.97)	-8.91%
5824 - District Oversight Fees	\$200,442.00	\$198,543.30	\$1,898.70	0.96%
5830 - Field Trips Expenses	\$93,207.35	(\$380.94)	\$93,588.29	-24567.72%
5833 - Fines and Penalties	\$0.00	\$22.00	(\$22.00)	-100.00%
5840 - Onboarding Fees	\$1,152.00	\$736.00	\$416.00	56.52%
5845 - Legal Fees	\$113,599.48	\$129,930.15	(\$16,330.67)	-12.57%
5848 - Licenses and Other Fees	\$4,609.03	\$3,638.94	\$970.09	26.66%
5851 - Marketing and Student Recruiting	\$43,309.70	\$23,970.00	\$19,339.70	80.68%
5857 - Payroll Fees	\$60,912.00	\$42,809.17	\$18,102.83	42.29%
5872 - Special Education Encroachment	\$401,274.00	\$429,015.08	(\$27,741.08)	-6.47%
5884 - Substitutes	\$192,811.27	\$76,146.05	\$116,665.22	153.21%
5899 - Miscellaneous Operating Expenses	\$200.00	\$0.00	\$200.00	0.00%
Total - 5800 - Other Services & Operating Expenses	\$2,502,492.20	\$2,030,627.14	\$471,865.06	23.24%
5900 - Communications	\$72,247.94	\$93,129.51	(\$20,881.57)	-22.42%
Total - 5000 - Services & Other Operating Expenses	\$4,005,500.20	\$3,052,870.08	\$952,630.12	31.20%
6000 - Capital Outlay				
6900 - Depreciation	\$167,612.78	\$294,731.28	(\$127,118.50)	-43.13%
Total - 6000 - Capital Outlay	\$167,612.78	\$294,731.28	(\$127,118.50)	-43.13%
Total - Expense	\$25,031,494.11	\$21,554,350.94	\$3,477,143.17	16.13%
Net Ordinary Income	(\$488,995.80)	\$4,364,984.23	(\$4,853,980.03)	-111.20%
Net Income	(\$488,995.80)	\$4,364,984.23	(\$4,853,980.03)	-111.20%

El Camino Real Charter High School 1st Interim Budget vs. Actual From July 2021 to January 2022

Financial Row	Amount	Budget Amount	Amount Remaining (Overspent) Budget	% of Budget
Ordinary Income/Expense				
Income				
8000 - Revenue				
8010 - Principal Apportionment				
8011 - Charter Schools General Purpose Entitlement - State Aid	\$7,516,487.00	\$15,253,179.00	\$7,736,692.00	49.28%
8012 - Education Protection Account Entitlement	\$4,874,043.00	\$11,008,492.00	\$6,134,449.00	44.28%
8019 - State Aid - Prior Years	\$305,980.00	\$0.00	(\$305,980.00)	N/A
8096 - Charter Schools in Lieu of Property Taxes	\$5,746,356.00	\$9,609,824.00	\$3,863,468.00	59.80%
Total - 8010 - Principal Apportionment	\$18,442,866.00	\$35,871,495.00	\$17,428,629.00	51.41%
8100 - Federal Revenue				
8220 - Child Nutrition Programs	\$506,312.82	\$839,268.00	\$332,955.18	60.33%
8221 - Donated Food Commodities	\$8,308.55	\$0.00	(\$8,308.55)	N/A
8285 - Interagency Contracts Between LEAs	\$523,681.00	\$891,071.00	\$367,390.00	58.77%
8290 - Every Student Succeeds Act				
8290 - Every Student Succeeds Act	\$570,260.05	\$0.00	(\$570,260.05)	N/A
8291 - Title I	\$0.00	\$376,724.00	\$376,724.00	0.00%
8292 - Title II	\$0.00	\$75,200.00	\$75,200.00	0.00%
8293 - Title III	\$0.00	\$7,498.00	\$7,498.00	0.00%
Total - 8290 - Every Student Succeeds Act	\$570,260.05	\$459,422.00	(\$110,838.05)	124.13%
8295 - Federal Learning Loss Funding	\$37,836.00	\$37,901.00	\$65.00	99.83%
8296 - Other Federal Revenue				
8296 - Other Federal Revenue	\$99,419.84	\$0.00	(\$99,419.84)	N/A
8299 - All Other Federal Revenue	\$72,339.55	\$3,839,813.00	\$3,767,473.45	1.88%
Total - 8296 - Other Federal Revenue	\$171,759.39	\$3,839,813.00	\$3,767,473.45	4.47%
Total - 8100 - Federal Revenue	\$1,818,157.81	\$6,067,475.00	\$4,348,737.03	29.97%
8300 - Other State Revenues				
8520 - Child Nutrition - State	\$35,331.74	\$58,987.00	\$23,655.26	59.90%
8550 - Mandated Cost Reimbursements	\$161,596.00	\$159,479.00	(\$2,117.00)	101.33%
8560 - State Lottery Revenue	\$263,735.04	\$760,061.00	\$496,325.96	34.70%
8590 - All Other State Revenue	\$1,388,310.96	\$2,192,162.00	\$803,851.04	63.33%
Total - 8300 - Other State Revenues	\$1,848,973.74	\$3,170,689.00	\$1,321,715.26	58.31%
8600 - Other Local Revenue				
8600 - Other Local Revenue	\$15,440.60	\$0.00	(\$15,440.60)	N/A
8631 - Sales				
8634 - Food Service Sales	\$37,406.25	\$64,576.00	\$27,169.75	57.93%
8650 - Leases and Rentals	\$20,030.00	\$37,500.00	\$17,470.00	53.41%
8660 - Interest				
8660 - Interest	\$67,556.29	\$340,000.00	\$272,443.71	19.87%
8661 - Dividends	\$252,608.18	\$0.00	(\$252,608.18)	N/A
8664 - Gain (Loss) on Sale of Investments	\$408,944.29	\$0.00	(\$408,944.29)	N/A
Total - 8660 - Interest	\$729,108.76	\$340,000.00	(\$389,108.76)	214.44%
8662 - Net Increase (Decrease) in the Fair Value of Investments	(\$801,664.40)	\$0.00	\$801,664.40	N/A
8677 - Interagency Services Between LEAs	\$1,635,189.07	\$2,522,868.00	\$887,678.93	64.81%
8690 - Other Local Revenue				
8690 - Other Local Revenue	\$332,990.68	\$0.00	(\$332,990.68)	N/A
8699 - All Other Local Revenue	\$0.00	\$857,500.00	\$857,500.00	0.00%
Total - 8690 - Other Local Revenue	\$332,990.68	\$857,500.00	\$524,509.32	38.83%
8710 - Tuition	\$391,250.00	\$0.00	(\$391,250.00)	N/A
8804 - ASB Revenues	\$72,749.80	\$150,000.00	\$77,250.20	48.50%
Total - 8600 - Other Local Revenue	\$2,432,500.76	\$3,972,444.00	\$1,539,943.24	61.23%
Total - 8000 - Revenue	\$24,542,498.31	\$49,082,103.00	\$24,639,024.53	50.00%
Total - Income	\$24,542,498.31	\$49,082,103.00	\$24,639,024.53	50.00%
Gross Profit	\$24,542,498.31	\$49,082,103.00	\$24,639,024.53	50.00%
Expense				
1000 - Certificated Salaries				
1100 - Teachers Salaries	\$8,050,341.34	\$13,319,831.00	\$5,269,489.66	60.44%
1200 - Certificated Pupil Support Salaries	\$1,250,474.20	\$1,839,386.00	\$588,911.80	67.98%
1300 - Certificated Supervisor & Administrator Salaries	\$679,876.06	\$1,159,562.00	\$479,685.94	58.63%
1900 - Other Certificated Salaries	\$0.00	\$51,393.00	\$51,393.00	0.00%
Total - 1000 - Certificated Salaries	\$9,980,691.60	\$16,370,172.00	\$6,389,480.40	60.97%
2000 - Classified Salaries				
2100 - Classified Instructional Aide Salaries	\$636,732.75	\$884,063.00	\$247,330.25	72.02%
2200 - Classified Support Salaries	\$946,380.61	\$1,491,266.00	\$544,885.39	63.46%
2300 - Classified Supervisor & Administrator Salaries	\$393,917.89	\$664,127.00	\$270,209.11	59.31%
2400 - Classified Clerical & Office Salaries	\$573,545.24	\$909,198.00	\$335,652.76	63.08%
2900 - Classified Other Salaries	\$41,642.71	\$221,100.00	\$179,457.29	18.83%
Total - 2000 - Classified Salaries	\$2,592,219.20	\$4,169,754.00	\$1,577,534.80	62.17%
3000 - Employee Benefits				
3100 - STRS				

El Camino Real Charter High School 1st Interim Budget vs. Actual From July 2021 to January 2022

Financial Row	Amount	Budget Amount	Amount Remaining (Overspent) Budget	% of Budget
3101 - State Teachers Retirement System, certificated positions	\$1,479,239.26	\$2,729,052.00	\$1,249,812.74	54.20%
3102 - State Teachers Retirement System, classified positions	\$56,117.22	\$40,780.00	(\$15,337.22)	137.61%
Total - 3100 - STRS	\$1,535,356.48	\$2,769,832.00	\$1,234,475.52	55.43%
3200 - PERS				
3201 - Public Employees Retirement System, certificated positions	\$27,235.00	\$22,290.00	(\$4,945.00)	122.18%
3202 - Public Employees Retirement System, classified positions	\$427,107.56	\$753,161.00	\$326,053.44	56.71%
Total - 3200 - PERS	\$454,342.56	\$775,451.00	\$321,108.44	58.59%
3300 - OASDI-Medicare-Alternative				
3301 - OASDI/Alternative, certificated positions	\$152,237.21	\$237,367.00	\$85,129.79	64.14%
3302 - OASDI/Alternative, classified positions	\$165,884.53	\$318,986.00	\$153,101.47	52.00%
Total - 3300 - OASDI-Medicare-Alternative	\$318,121.74	\$556,353.00	\$238,231.26	57.18%
3400 - Health & Welfare Benefits				
3401 - Health & Welfare Benefits - Certificated Positions	\$1,507,064.89	\$2,906,163.00	\$1,399,098.11	51.86%
3402 - Health and Welfare Benefits - Classified Positions	\$611,345.92	\$919,464.00	\$308,118.08	66.49%
Total - 3400 - Health & Welfare Benefits	\$2,118,410.81	\$3,825,627.00	\$1,707,216.19	55.37%
3500 - Unemployment Insurance				
3501 - State Unemploy. Insurance - Certificated Positions	\$44,030.02	\$81,851.00	\$37,820.98	53.79%
3502 - State Unemploy. Insurance - Classified Positions	\$9,747.13	\$20,848.00	\$11,100.87	46.75%
Total - 3500 - Unemployment Insurance	\$53,777.15	\$102,699.00	\$48,921.85	52.36%
3600 - Workers Comp Insurance				
3601 - Worker's Comp Insurance - Certificated Positions	\$90,497.06	\$207,225.00	\$202,171.00	20217100.00%
3602 - Workers' Comp Insurance - Classified Positions	\$25,729.36	\$51,497.00	\$25,767.64	49.96%
Total - 3600 - Workers Comp Insurance	\$116,226.42	\$258,722.00	\$227,938.64	44.92%
3700 - Retiree Benefits				
3701 - OPEB, Allocated, Certificated Positions	\$1,370,139.76	\$2,621,758.00	\$1,251,618.24	52.26%
3702 - OPEB, Allocated, Classified Positions	\$355,560.72	\$703,020.00	\$347,459.28	50.58%
Total - 3700 - Retiree Benefits	\$1,725,700.48	\$3,324,778.00	\$1,599,077.52	51.90%
3900 - Other Employee Benefits				
3902 - Other Benefits - Classified Positions	\$3,995.78	\$8,100.00	\$4,104.22	49.33%
Total - 3900 - Other Employee Benefits	\$3,995.78	\$8,100.00	\$4,104.22	49.33%
Total - 3000 - Employee Benefits	\$6,325,931.42	\$11,621,562.00	\$5,381,073.64	54.43%
4000 - Books & Supplies				
4100 - Approved Textbooks & Core Curricula Materials	\$239,080.00	\$225,000.00	(\$14,080.00)	106.26%
4200 - Books & Other Reference Materials	\$3,565.10	\$35,000.00	\$31,434.90	10.19%
4300 - Materials & Supplies				
4300 - Materials & Supplies	\$15,450.54	\$31,509.00	\$16,058.46	49.04%
4325 - Instructional Materials & Supplies	\$249,165.98	\$272,250.00	\$23,084.02	91.52%
4330 - Office Supplies	\$48,460.26	\$90,593.00	\$42,132.74	53.49%
4345 - Non Instructional Student Materials & Supplies	\$341,886.81	\$400,000.00	\$58,113.19	85.47%
4350 - ASB Supplies	\$30,243.72	\$0.00	(\$30,243.72)	N/A
Total - 4300 - Materials & Supplies	\$685,207.31	\$794,352.00	\$109,144.69	86.26%
4400 - Noncapitalized Equipment	\$850,870.69	\$1,050,000.00	\$199,129.31	81.04%
4700 - Food				
4710 - Student Food Services	\$180,815.81	\$373,908.00	\$193,092.19	48.36%
Total - 4700 - Food	\$180,815.81	\$373,908.00	\$193,092.19	48.36%
Total - 4000 - Books & Supplies	\$1,959,538.91	\$2,478,260.00	\$518,721.09	79.07%
5000 - Services & Other Operating Expenses				
5000 - Services & Other Operating Expenses	\$722.19	\$33,295.00	\$32,572.81	2.17%
5100 - Subagreement for Services	\$0.00	\$60,000.00	\$60,000.00	0.00%
5200 - Employee Travel	\$23,312.24	\$27,450.00	\$4,137.76	84.93%
5210 - Conferences and Professional Development	\$13,796.00	\$75,000.00	\$61,204.00	18.39%
5300 - Dues & Memberships	\$235,178.31	\$225,055.00	(\$10,123.31)	104.50%
5400 - Insurance	\$230,492.00	\$413,948.00	\$183,456.00	55.68%
5500 - Operations & Housekeeping				
5500 - Operations & Housekeeping	\$279,048.91	\$416,358.00	\$137,309.09	67.02%
5520 - Security	\$216,124.36	\$600,000.00	\$383,875.64	36.02%
Total - 5500 - Operations & Housekeeping	\$495,173.27	\$1,016,358.00	\$521,184.73	48.72%
5600 - Rentals, Leases, & Repairs				
5605 - Equipment Leases	\$44,774.13	\$195,922.00	\$151,147.87	22.85%
5610 - Rent	\$140.00	\$5,665.00	\$5,525.00	2.47%
5616 - Repairs and Maintenance - Computers	\$2,527.04	\$14,110.00	\$11,582.96	17.91%
5620 - Utilities	\$382,841.26	\$671,377.00	\$288,535.74	57.02%
5631 - Other Rentals, Leases and Repairs 1	\$1,803.62	\$4,120.00	\$2,316.38	43.78%
Total - 5600 - Rentals, Leases, & Repairs	\$432,086.05	\$891,194.00	\$459,107.95	48.48%
5800 - Other Services & Operating Expenses				
5800 - Other Services & Operating Expenses	\$18,589.81	\$42,925.00	\$24,335.19	43.31%
5807 - Investment Taxes	\$13,414.69	\$25,000.00	\$11,585.31	53.66%
5808 - Investment Fees	\$119,708.38	\$269,600.00	\$149,891.62	44.40%
5809 - Banking Fees	\$16,021.78	\$35,000.00	\$18,978.22	45.78%

El Camino Real Charter High School 1st Interim Budget vs. Actual From July 2021 to January 2022

Financial Row	Amount	Budget Amount	Amount Remaining (Overspent) Budget	% of Budget
5812 - Business Services	\$48,000.00	\$96,000.00	\$48,000.00	50.00%
5815 - Consultants - Instructional	\$809,639.17	\$1,451,092.00	\$641,452.83	55.80%
5820 - Consultants - Non Instructional - Custom 1	\$365,601.54	\$647,038.00	\$281,436.46	56.50%
5824 - District Oversight Fees	\$200,442.00	\$358,715.00	\$158,273.00	55.88%
5830 - Field Trips Expenses	\$93,207.35	\$341,283.00	\$248,075.65	27.31%
5833 - Fines and Penalties	\$0.00	\$515.00	\$515.00	0.00%
5840 - Onboarding Fees	\$1,152.00	\$5,000.00	\$3,848.00	23.04%
5845 - Legal Fees	\$113,599.48	\$319,774.00	\$206,174.52	35.52%
5848 - Licenses and Other Fees	\$4,609.03	\$15,450.00	\$10,840.97	29.83%
5851 - Marketing and Student Recruiting	\$43,309.70	\$90,000.00	\$46,690.30	48.12%
5857 - Payroll Fees	\$60,912.00	\$76,440.00	\$15,528.00	79.69%
5872 - Special Education Encroachment	\$401,274.00	\$682,788.00	\$281,514.00	58.77%
5884 - Substitutes	\$192,811.27	\$501,799.00	\$308,987.73	38.42%
5899 - Miscellaneous Operating Expenses	\$200.00	\$0.00	(\$200.00)	N/A
Total - 5800 - Other Services & Operating Expenses	\$2,502,492.20	\$4,958,419.00	\$2,455,926.80	50.47%
5900 - Communications	\$72,247.94	\$181,950.00	\$109,702.06	39.71%
Total - 5000 - Services & Other Operating Expenses	\$4,005,500.20	\$7,882,669.00	\$3,877,168.80	50.81%
6000 - Capital Outlay				
6900 - Depreciation	\$167,612.78	\$609,748.00	\$442,135.22	27.49%
Total - 6000 - Capital Outlay	\$167,612.78	\$609,748.00	\$442,135.22	27.49%
7438 - Debt Service - Interest	\$0.00	\$0.00	\$0.00	N/A
Total - Expense	\$25,031,494.11	\$43,132,165.00	\$18,186,113.95	58.03%
Net Ordinary Income	(\$488,995.80)	\$5,949,938.00	\$6,452,910.58	-8.22%
Net Income	(\$488,995.80)	\$5,949,938.00	\$6,452,910.58	-8.22%

**El Camino Real Charter High School
Parent Company
Cash Flow Statement
Jul 2021 through Jan 2022**

Financial Row	2022	2021
Operating Activities		
Net Income	(\$488,995.80)	\$4,364,984.23
Adjustments to Net Income		
Accounts Receivable	\$2,463,165.86	\$2,734,118.87
Other Current Asset	(\$7,981,769.56)	(\$954,312.09)
Accounts Payable	(\$553,938.00)	\$45,605.80
Sales Tax Payable	\$1,039.19	\$3,339.67
Other Current Liabilities	\$3,313,143.06	(\$1,695,550.86)
Total Adjustments to Net Income	(\$2,758,359.45)	\$133,201.39
Total Operating Activities	(\$3,247,355.25)	\$4,498,185.62
Investing Activities		
Fixed Asset	\$57,932.50	\$223,928.26
Total Investing Activities	\$57,932.50	\$223,928.26
Financing Activities		
Long Term Liabilities	(\$2,089,999.52)	\$5,704,636.00
Other Equity	\$3,816,687.69	\$0.00
Total Financing Activities	\$1,726,688.17	\$5,704,636.00
Net Change in Cash for Period	(\$1,462,734.58)	\$10,426,749.88
Cash at Beginning of Period	\$24,062,277.34	\$7,266,175.06
Cash at End of Period	\$22,599,542.76	\$17,692,924.94

Coversheet

2020-2021 Audit Report

Section: IV. Financial
Item: B. 2020-2021 Audit Report
Purpose: Discuss
Submitted by:
Related Material: Agenda_Item_IV.A_-2020-2021_Audit_Report_Final_1_.pdf

EL CAMINO REAL ALLIANCE

AUDIT REPORT

**FOR THE YEAR ENDED
JUNE 30, 2021**

**A NONPROFIT PUBLIC BENEFIT CORPORATION
OPERATING THE FOLLOWING CALIFORNIA CHARTER SCHOOL**

El Camino Real Charter High School (Charter No. 1314)

**EL CAMINO REAL ALLIANCE
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JUNE 30, 2021**

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FINANCIAL SECTION



Certified Public Accountants serving
K-12 School Districts and Charter
Schools throughout California

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
El Camino Real Alliance
Woodland Hills, California

Report on the Financial Statements

We have audited the accompanying financial statements of El Camino Real Alliance dba El Camino Real Charter High School (the "Charter") which comprise the statement of financial position as of June 30, 2021, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of El Camino Real Alliance as of June 30, 2021, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

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Report on Summarized Comparative Information

We have previously audited El Camino Real Alliance's 2020 financial statements, and expressed an unmodified opinion on those audited financial statements in our report dated March 19, 2021. In our opinion, the comparative information presented herein as of and for the year ended June 30, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information listed in the table of contents, including the schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 27, 2022, on our consideration of the Charter's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Charter's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Charter's internal control over financial reporting and compliance.

Christy White, Inc.

San Diego, California
January 27, 2022

EL CAMINO REAL ALLIANCE
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2021
(WITH COMPARATIVE TOTALS AS OF JUNE 30, 2020)

	<u>2021</u>	<u>2020</u>
ASSETS		
Current assets		
Cash and cash equivalents	\$ 23,785,106	\$ 7,035,316
Investments	750,000	6,246,791
Accounts receivable	3,321,894	4,342,430
Prepaid expenses	88,812	842,971
Inventory	87,739	-
Total current assets	<u>28,033,551</u>	<u>18,467,508</u>
Capital assets		
Property and equipment	9,132,845	9,061,117
Less accumulated depreciation	(2,769,189)	(2,396,605)
Capital assets, net	<u>6,363,656</u>	<u>6,664,512</u>
Total Assets	<u>\$ 34,397,207</u>	<u>\$ 25,132,020</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable	\$ 2,309,749	\$ 2,531,144
Deferred revenue	758,556	185,500
Postemployment benefits liability, net	11,447,081	16,387,765
Total liabilities	<u>14,515,386</u>	<u>19,104,409</u>
Net assets		
Without donor restrictions	<u>19,881,821</u>	<u>6,027,611</u>
Total net assets	<u>19,881,821</u>	<u>6,027,611</u>
Total Liabilities and Net Assets	<u>\$ 34,397,207</u>	<u>\$ 25,132,020</u>

The notes to the financial statements are an integral part of this statement.

**EL CAMINO REAL ALLIANCE
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2021
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2020)**

	<u>2021</u>	<u>2020</u>
SUPPORT AND REVENUES		
Federal and state support and revenues		
Local control funding formula, state aid	\$ 24,287,868	\$ 24,677,535
Federal revenues	6,611,291	2,093,742
Other state revenues	7,544,081	5,562,474
Total federal and state support and revenues	<u>38,443,240</u>	<u>32,333,751</u>
Local support and revenues		
Payments in lieu of property taxes	9,907,509	9,873,090
Student body activities	165,950	1,989,279
Food service sales	-	234,586
Investment income, net	4,969,157	2,887
Other local revenues	220,840	280,234
Total local support and revenues	<u>15,263,456</u>	<u>12,380,076</u>
Total Support and Revenues	<u>53,706,696</u>	<u>44,713,827</u>
EXPENSES		
Program services	32,016,402	37,232,330
Management and general	7,836,084	9,176,548
Total Expenses	<u>39,852,486</u>	<u>46,408,878</u>
CHANGE IN NET ASSETS	13,854,210	(1,695,051)
Net Assets - Beginning	<u>6,027,611</u>	<u>7,722,662</u>
Net Assets - Ending	<u>\$ 19,881,821</u>	<u>\$ 6,027,611</u>

The notes to the financial statements are an integral part of this statement.

**EL CAMINO REAL ALLIANCE
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2021
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2020)**

	2021			2020
	Program Services	Management and General	Total	Total
EXPENSES				
Personnel expenses				
Certificated salaries	\$ 14,535,312	\$ 966,947	\$ 15,502,259	\$ 15,435,119
Non-certificated salaries	2,710,725	1,596,162	4,306,887	4,370,408
Pension contributions	4,437,371	-	4,437,371	5,052,593
Postretirement benefits	2,712,003	-	2,712,003	6,352,173
Payroll taxes	730,650	-	730,650	785,961
Other employee benefits	3,577,965	-	3,577,965	3,766,524
Total personnel expenses	<u>28,704,026</u>	<u>2,563,109</u>	<u>31,267,135</u>	<u>35,762,778</u>
Non-personnel expenses				
Books and supplies	1,262,564	779,594	2,042,158	2,685,766
Insurance	-	347,866	347,866	219,161
Facilities	838,294	279,431	1,117,725	1,760,593
Professional services	153,300	3,054,475	3,207,775	3,808,600
Depreciation	376,445	125,481	501,926	509,750
Fees to authorizing agency	654,298	343,743	998,041	935,803
Other operating expenses	27,475	342,385	369,860	726,427
Total non-personnel expenses	<u>3,312,376</u>	<u>5,272,975</u>	<u>8,585,351</u>	<u>10,646,100</u>
Total Expenses - 2021	<u>\$ 32,016,402</u>	<u>\$ 7,836,084</u>	<u>\$ 39,852,486</u>	
Total Expenses - 2020	<u>\$ 37,232,330</u>	<u>\$ 9,176,548</u>		<u>\$ 46,408,878</u>

The notes to the financial statements are an integral part of this statement.

**EL CAMINO REAL ALLIANCE
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2021
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2020)**

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 13,854,210	\$ (1,695,051)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities		
Noncash items		
Depreciation	501,926	509,750
Forgiveness of PPP loan - cancellation of debt	(3,815,700)	-
Postretirement actuarial (gain)/loss	416,126	(3,690,060)
Unrealized (gain)/loss on investments	-	160,132
(Increase) decrease in operating assets		
Accounts receivable	1,020,536	(728,963)
Prepaid expenses	754,159	59,874
Inventory	(87,739)	-
Increase (decrease) in operating liabilities		
Accounts payable	(221,395)	(190,386)
Deferred revenue	573,056	(219,454)
Postemployment benefits liability	(5,356,810)	7,381,111
Net cash provided by (used in) operating activities	<u>7,638,369</u>	<u>1,586,953</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Sale of investments	5,496,791	377,124
Purchase of capital assets	(201,070)	-
Net cash provided by (used in) investing activities	<u>5,295,721</u>	<u>377,124</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from PPP loan	3,815,700	-
Net cash provided by (used in) financing activities	<u>3,815,700</u>	<u>-</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	16,749,790	1,964,077
Cash and cash equivalents - Beginning	<u>7,035,316</u>	<u>5,071,239</u>
Cash and cash equivalents - Ending	<u>\$ 23,785,106</u>	<u>\$ 7,035,316</u>
SUPPLEMENTAL DISCLOSURE		
Cash paid for interest	<u>\$ -</u>	<u>\$ -</u>

The notes to the financial statements are an integral part of this statement.

**EL CAMINO REAL ALLIANCE
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2021**

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

El Camino Real Alliance (the “Charter”) was formed as a nonprofit public benefit corporation on November 2, 2010 for the purpose of operating as El Camino Real Charter High School, a California public school, located in Los Angeles County. El Camino Real Charter High School was numbered by the State Board of Education in May 2011 as California Charter No. 1314. The Charter’s mission is to prepare its diverse student body for the next phase of their educational, professional, and personal journey through a rigorous, customized academic program that inspires the development of students’ unique talents and skills, builds character, and provides opportunities for civic engagement and real-world experiences. El Camino Real Charter High School first began school operations in July 2011 and currently serves grades 9 to 12.

El Camino Real Charter High School is authorized to operate as a charter school through the Los Angeles Unified School District (“LAUSD” or the “authorizing agency”). In September 2015, the Board of Directors of LAUSD approved a charter petition for a five-year term beginning July 1, 2016 and expiring on June 30, 2021. On December 8, 2020, the Board of Directors of LAUSD approved the charter petition renewal for a five-year term beginning July 1, 2021 and expiring on June 30, 2026. Funding sources primarily consist of state apportionments, in lieu of property tax revenues, and grants and donations from the public.

B. Basis of Accounting

The Charter’s policy is to prepare its financial statements on the accrual basis of accounting; consequently, revenues are recognized when earned rather than when cash is received and certain expenses and purchases of assets are recognized when the obligation is incurred rather than when cash is disbursed.

C. Financial Statement Presentation

The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) “Audit and Accounting Guide for Not-for-Profit Organizations” (the “Guide”). ASC 958-205 was effective July 1, 2018. Under the Guide, El Camino Real Alliance is required to report information regarding its financial position and activities according to two classes of net assets:

Net assets without donor restrictions – These net assets generally result from revenues generated by receiving contributions that have no donor restrictions, providing services, and receiving interest from operating investments, less expenses incurred in providing program-related services, raising contributions, and performing administrative functions.

Net assets with donor restrictions – These assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires (that is until the stipulated time restriction ends or the purpose of the restriction is accomplished) the net assets are restricted. When a restriction expires, restricted net assets are reclassified to net assets without donor restrictions.

As a public charter school, El Camino Real Alliance also accounts for its financial transactions in accordance with the policies and procedures of the Department of Education’s *California School Accounting Manual* presented in Procedure 810 Charter Schools. Fund accounting is not used in the Charter’s financial statement presentation.

EL CAMINO REAL ALLIANCE
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

D. Comparative Totals

The financial statements include certain prior year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Charter’s audited financial statements for the year ended June 30, 2020, from which the information was derived.

E. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures, such as depreciation expense and the net book value of capital assets. Accordingly, actual results could differ from those estimates.

F. Functional Expenses

The costs of providing services have been summarized on a functional basis in the statement of activities and detailed in the statement of functional expenses. Certain costs and expenses have been allocated between program and supporting services based on management’s estimates.

G. Contributions

Unconditional contributions are recognized when pledged and recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Conditional promises to give are recognized when the conditions on which they depend are substantially met. Gifts of cash and other assets are reported with donor restricted support if they are received with donor stipulations that limit the use of the donated assets.

When a restriction expires, that is, when a stipulated time restriction ends or a purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported on the statement of activities as “net assets released from restrictions.” Donor-restricted contributions whose restrictions are met in the same reporting period are reported as net assets without donor restriction support. Contributions restricted for the acquisition of land, buildings, and equipment are reported as net assets without restriction upon acquisition of the assets and the assets are placed in service.

Non-cash contributions of goods, materials, and facilities are recorded at fair value at the date of contribution. Contributed services are recorded at fair value at the date of contribution if they are used to create or enhance a non-financial asset or require specialized skills, are provided by someone possessing those skills, and would have to be purchased by the organization if not donated.

H. In Lieu of Property Taxes Revenue

Secured property taxes attach as an enforceable lien on property as of March 1. Taxes are payable in two installments on December 10 and April 10. Unsecured property taxes are payable in one installment on or before August 31. The County bills and collects the taxes for the authorizing agency. In lieu of distributing funds out of property tax proceeds, the authorizing agency makes monthly payments to El Camino Real Alliance. Revenues are recognized by the Charter when earned.

I. Cash and Cash Equivalents

El Camino Real Alliance considers all highly liquid deposits and investments with an original maturity of less than ninety days to be cash equivalents.

EL CAMINO REAL ALLIANCE
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

J. Investments

The Charter's method of accounting for most investments is the fair value method. Fair value is determined by published quotes when they are readily available. Gains and losses resulting from adjustments to fair values are included in the accompanying statement of activities. Investment return is presented net of any investment fees.

K. Receivables and Allowances

Accounts receivable are stated at the amount management expects to collect from outstanding balances. An allowance for doubtful accounts is established, as necessary, based on past experience and other factors which, in management's judgment, deserve current recognition in estimating bad debts. Such factors include the relationship of the allowance for doubtful accounts to accounts receivable and current economic conditions. Based on review of these factors, the Charter establishes or adjusts the allowance for specific revenue sources as a whole. At June 30, 2021, an allowance for doubtful accounts was not considered necessary as all accounts receivable were deemed collectible.

L. Capital Assets

El Camino Real Alliance has adopted a policy to capitalize asset purchases over \$5,000. Lesser amounts are expensed. Donations of capital assets are recorded as contributions at their estimated fair value. Such donations are reported as net assets without donor restrictions. Capital assets are depreciated using the straight-line method over the estimated useful lives of the property and equipment or the related lease terms.

M. Deferred Revenue

Deferred revenue arises when potential revenue does not meet the criteria for recognition in the current period and when resources are received by the organization prior to the incurrence of expenses. In subsequent periods, when both revenue recognition criteria are met, the liability for deferred revenue is removed from the statement of financial position and revenue is recognized.

N. Fair Value Measurements

The Fair Value Measurements Topic of the FASB *Accounting Standards Codification* establishes a fair value hierarchy that prioritizes inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. The three levels of the fair value hierarchy are described below:

- Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets.
- Level 2 Inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.
- Level 3 Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

O. Income Taxes

The Charter's management believes all of its significant tax positions would be upheld under examination; therefore, no provision for income tax has been recorded. The Charter's information and/or tax returns are subject to examination by the regulatory authorities for up to four years from the date of filing.

EL CAMINO REAL ALLIANCE
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

O. Income Taxes (continued)

El Camino Real Alliance is a 509(a)(1) publicly supported nonprofit organization that is exempt from income taxes under Section 501(a) and 501(c)(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation. The Charter is exempt from state franchise or income tax under Section 23701(d) of the California Revenue and Taxation Code. As a school, the Charter is not required to register with the California Attorney General as a charity.

P. New Accounting Pronouncement

Leases

In February 2016, FASB issued ASU No. 2016-02, *Leases (Topic 842)*. The objective of the ASU is to increase transparency and comparability in financial reporting by requiring balance sheet recognition of leases and note disclosure of certain information about lease arrangements. The new FASB ASU topic on leases consists of five subtopics: overall, lessee, lessor, sale and leaseback transactions, and leveraged lease arrangements. ASU No. 2016-02 is applicable to any entity that enters into a lease. The new lease standard is effective for private nonprofits with fiscal years beginning after December 15, 2021. The Charter will determine the impact on the financial statements once required to implement in the 2022-23 fiscal year.

NOTE 2 – CASH AND CASH EQUIVALENTS

Cash and cash equivalents as of June 30, 2021, consists of the following:

Cash in county treasury	\$ 6,177,787
Cash in banks, interest bearing	10,602,140
Cash in banks, non-interest bearing	6,997,064
Cash on hand or awaiting deposit	8,115
Total Cash and Cash Equivalents	<u>\$ 23,785,106</u>

Cash in Banks – Custodial Credit Risk

As of June 30, 2021, \$9,963,231 of the El Camino Real Alliance's bank balance was exposed to custodial credit risk as there were deposits over \$250,000 in accounts held at one or more banks. Custodial credit risk is the risk that in the event of a bank failure, an organization's deposits may not be returned to it. El Camino Real Alliance does not have a policy for custodial credit risk for deposits. The FDIC insures up to \$250,000 per depositor per insured bank.

Cash in County Treasury

Policies and Practices

El Camino Real Alliance is a voluntary participant in an external investment pool. The 2020-21 fiscal year was the first year that the Charter opted to participate in this investment pool. The fair value of the Charter's investment in the pool is reported in the financial statements at amounts based upon the Charter's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio in relation to the amortized cost of that portfolio. The balance available for withdrawal is recorded on the amortized cost basis and is based on the accounting records maintained by the County Treasurer.

EL CAMINO REAL ALLIANCE
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 2 – CASH AND CASH EQUIVALENTS (continued)

Cash in County Treasury (continued)

General Authorizations

Except for investments by trustees of debt proceeds, the authority to invest Charter funds deposited with the county treasury is delegated to the County Treasurer and Tax Collector. Additional information about the investment policy of the County Treasurer and Tax Collector may be obtained from its website. The table below identifies examples of the investment types permitted in the California Government Code:

Authorized Investment Type	Maximum Remaining Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-Term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

Interest Rate Risk

Interest rate risk is the risk that changes in the market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of the investment, the greater the sensitivity of its fair value to changes in the market interest rates. The Charter has managed its exposure to interest rate risk by investing in the County Treasury. The Charter's investments in the Los Angeles County Investment Pool, which combines the Charter's share of the portfolio, has a combined fair value of \$6,143,126 and an amortized book value of \$6,177,787 as of June 30, 2021. The average weighted maturity for this pool is 1,045 days.

Fair Value Measurement

Investments in the Los Angeles County Treasury investment pool are not measured using the fair value input levels noted in Note 1N because the Charter's transactions are based on a stable net asset value per share. All contributions and redemptions are transactions at \$1.00 net asset value per share.

NOTE 3 – INVESTMENTS

Investments as of June 30, 2021 consist of \$750,000 held in fixed annuities. The table on the next page provides a description and sets forth, by level within the fair value hierarchy explained in Note 1N, the Charter's investments as of June 30, 2021.

EL CAMINO REAL ALLIANCE
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 3 – INVESTMENTS (continued)

	Market Value	Fair Value Hierarchy			At Cost
		Level 1	Level 2	Level 3	
Fixed annuities	\$ 750,000	\$ 750,000	\$ -	\$ -	\$ 750,000
Total Investments	\$ 750,000	\$ 750,000	\$ -	\$ -	\$ 750,000

The Charter also holds \$21,250,357 in investment accounts that are considered trust or plan assets associated with the Charter's postemployment benefit plan. Refer to Note 10 for additional information.

Net investment income for the year ended June 30, 2021 was as follows:

Interest and dividends	\$ 556,552
Realized gain/(loss)	4,482,715
Investment expenses	(70,110)
Net Investment Income	\$ 4,969,157

NOTE 4 – ACCOUNTS RECEIVABLE

Accounts receivable as of June 30, 2021, consists of the following:

Local control funding sources, state aid	\$ 2,288,107
Federal sources	135,410
Other state sources	234,421
In-lieu property taxes	295,596
Other local sources	368,360
Total Accounts Receivable	\$ 3,321,894

NOTE 5 – CAPITAL ASSETS

A summary of activity related to capital assets during the year ended June 30, 2021 consists of the following:

	Balance		Disposals	Balance	
	July 1, 2020	Additions		June 30, 2021	
Property and equipment					
Land	\$ 2,019,964	\$ -	\$ -	\$ 2,019,964	
Buildings	3,559,839	39,792	-	3,599,631	
Leasehold improvements	1,786,367	55,627	1,784	1,840,210	
Furniture and equipment	1,691,747	108,851	127,558	1,673,040	
Construction in progress	3,200	-	3,200	-	
Total property and equipment	9,061,117	204,270	132,542	9,132,845	
Less accumulated depreciation	(2,396,605)	(501,926)	(129,342)	(2,769,189)	
Capital Assets, net	\$ 6,664,512	\$ (297,656)	\$ 3,200	\$ 6,363,656	

There were purchases of capital assets for \$204,270 and disposals of capital assets for \$129,342 during the fiscal year ended June 30, 2021. Additionally, \$3,200 of construction in progress was completed and transferred to a depreciable asset category (buildings and/or leasehold improvements). Depreciation expense for the year was \$501,926.

EL CAMINO REAL ALLIANCE
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 6 – LIABILITIES

Accounts Payable

Accounts payable as of June 30, 2021, consists of the following:

Accrued salaries and benefits	\$	822,273
Vendor payables		672,798
Compensated absences		232,691
Due to student groups		365,323
Due to authorizing agency		216,664
Total Accounts Payable	\$	<u>2,309,749</u>

Deferred Revenue

Deferred revenues as of June 30, 2021, consists of \$758,556 in local sources.

Postemployment Benefits Liability, Net

Refer to Note 10 for additional information regarding the Charter's postemployment benefits plan. A summary of the net change and components related to the net postemployment benefit liability during the year ended June 30, 2021 consists of the following:

	Balance July 1, 2020	Net Change	Balance June 30, 2021
Postemployment benefit obligation	\$ 30,327,976	\$ 2,369,462	\$ 32,697,438
Fair value of plan assets	(13,940,211)	(7,310,146)	(21,250,357)
Net Postemployment Benefits Liability	\$ 16,387,765	\$ (4,940,684)	\$ 11,447,081

NOTE 7 – NET ASSETS

At June 30, 2021, the Charter did not hold any net assets with donor restrictions. Certain designations or reserves have been made for the use of net assets without donor restrictions either by the board, management or by nature of the financial assets held by the Charter. At June 30, 2021, the Charter's net assets without donor restrictions consist of the following:

Net investment in capital assets	\$	6,363,656
Undesignated		13,518,165
Total Net Assets without Donor Restrictions	\$	<u>19,881,821</u>

EL CAMINO REAL ALLIANCE
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 8 – LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The following table reflects the Charter’s financial assets as of June 30, 2021, reduced by amounts not available for general expenditure within one year. Financial assets are considered not available for general use when illiquid or not convertible to cash within one year, consist of assets held for others or are held aside by the governing board for specific contingency reserves. The Charter maintains a line of credit (as mentioned in Note 12) which could be drawn upon to ensure financial assets are available as general expenditures and other obligations become due.

Financial assets	
Cash and cash equivalents	\$ 23,785,106
Investments, at cost	750,000
Accounts receivable	3,321,894
Prepaid expenses	88,812
Inventory	87,739
Total Financial Assets, excluding noncurrent	<u>\$ 28,033,551</u>
Financial Assets available to meet cash needs	
for expenditures within one year	<u>\$ 28,033,551</u>

NOTE 9 – PAYCHECK PROTECTION PROGRAM (PPP)

On July 28, 2020, the Charter received a loan in the amount of \$3,815,700 under the Paycheck Protection Program (PPP) administered by the Small Business Administration (SBA). The PPP, established by the Coronavirus Aid, Relief and Economic Security Act (CARES Act), provides for loans to qualifying businesses for amounts up to 2.5 times their average monthly payroll expenses. Under the terms of the PPP, the full loan and any accrued interest may be forgiven if they are used for qualifying expenses as described in the CARES Act. The Charter applied for forgiveness with the lender and received full forgiveness from the SBA. The amount of loan forgiveness is presented as a component of federal support and revenues on the statement of activities.

NOTE 10 – EMPLOYEE RETIREMENT PLANS

Qualified employees are covered under multiemployer defined benefit pension plans maintained by agencies of the State of California. In accordance with *California Education Code 47605*, charter schools have the option of participating in such plans if an election to participate is specified within the charter petition. The Charter has made such election. Certificated employees are members of the California State Teachers’ Retirement System (CalSTRS), and non-certificated employees are members of the California Public Employees’ Retirement System (CalPERS).

California State Teachers’ Retirement System (CalSTRS)

Plan Description

El Camino Real Charter High School contributes to the California State Teachers’ Retirement System (CalSTRS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalSTRS. The plan provides retirement, disability and survivor benefits to beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the State Teachers’ Retirement Law. CalSTRS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the CalSTRS annual financial report may be obtained from CalSTRS, 7667 Folsom Boulevard; Sacramento, California 95826.

**EL CAMINO REAL ALLIANCE
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021**

NOTE 10 – EMPLOYEE RETIREMENT PLANS (continued)

California State Teachers’ Retirement System (CalSTRS) (continued)

Funding Policy

Active plan members are required to contribute 10.25% or 10.205% of their 2020-21 salary depending on the employee’s membership date in the plan. The required employer contribution rate for fiscal year 2020-21 was 16.15% of annual payroll. The contribution requirements of the plan members are established by state statute. The Charter’s contributions to CalSTRS for the last three fiscal years were as follows:

	Contribution	Percent of Required Contribution
2020-21	\$ 2,265,976	100%
2019-20	\$ 2,508,706	100%
2018-19	\$ 2,399,335	100%

On-Behalf Payments

The State of California makes direct on-behalf payments for retirement benefits to CalSTRS on behalf of all school agencies in California. The amount of on-behalf payments made for El Camino Real Alliance is estimated at \$1,470,545. The on-behalf payment amount is computed as the proportionate share of total 2019-20 State on-behalf contributions.

California Public Employees’ Retirement System (CalPERS)

Plan Description

El Camino Real Alliance contributes to the School Employer Pool under the California Public Employees’ Retirement System (CalPERS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalPERS. The plan provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the Public Employees’ Retirement Law. CalPERS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the CalPERS annual financial report may be obtained from the CalPERS Executive Office, 400 P Street; Sacramento, California 95814.

Funding Policy

Active plan members, who entered into the plan prior to January 1, 2013, are required to contribute 7.0% of their salary. The California Public Employees’ Pension Reform Act (PEPRA), specifies that new members entering into the plan on or after January 1, 2013, shall pay the higher of fifty percent of normal costs or 7.0% of their salary. Additionally, for new members entering the plan on or after January 1, 2013, the employer is prohibited from paying any of the employee contribution to CalPERS unless the employer payment of the member’s contribution is specified in an employment agreement or collective bargaining agreement that expires after January 1, 2013.

El Camino Real Alliance is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the CalPERS Board of Administration. The required employer contribution for fiscal year 2020-21 was 20.70% of annual payroll. The contribution requirements of the plan members are established by state statute. The Charter’s contributions to CalPERS for the last three fiscal years were as follows:

	Contribution	Percent of Required Contribution
2020-21	\$ 700,850	100%
2019-20	\$ 691,532	100%
2018-19	\$ 620,866	100%

**EL CAMINO REAL ALLIANCE
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021**

NOTE 11 – POSTEMPLOYMENT BENEFIT PLAN

As previously mentioned in Note 6, El Camino Real Alliance holds a liability associated with a postretirement benefit plan amounting to a net balance of \$11,447,081 as of June 30, 2021. There was a net decrease in the liability of \$4,940,684 from the beginning balance of \$16,387,765. The total liability is offset by investments maintained by the Charter and specifically held to fund the postretirement benefit plan.

Plan Description

El Camino Real Alliance sponsors a postemployment benefit plan to provide postemployment healthcare benefits (medical, dental, and vision) to eligible retirees and eligible covered spouses and pays a portion of the cost. All active employees that retire directly from El Camino Real Alliance and meet eligibility criteria may participate. The Charter accrues actuarially determined costs ratably to the date an employee becomes eligible for such benefits.

Eligibility Criteria

Benefits provided depend on the specific eligibility criteria in two categories: pre-charter and post-charter employees. Dependent coverage for spouses is also provided for those eligible employees. Eligibility criteria is as follows:

Pre-Charter Employee

- Hired prior to April 1, 2009
Rule of 80: Sum of age plus service equal to or greater than 80, with minimum 15 years of service
- Hired after April 1, 2009
Rule of 85: Sum of age plus service equal to or greater than 85, with minimum 25 years of service
- Exception for those not retiring under CalSTRS/CalPERS
Age 63 and minimum of 10 years of service

Post-Charter Employee

- Hired after July 1, 2011 but prior to July 1, 2018
Rule of 85: Sum of age plus service equal to or greater than 85, with minimum 25 years of service
- Exception for those not retiring under CalSTRS/CalPERS
Age 63 and minimum of 10 consecutive years of service if hired before July 1, 2016, and 15 consecutive years otherwise
- Hired on or after July 1, 2018
Age 62 and 25 years of service

Actuarial Methods and Assumptions

The total defined benefit plan obligation in the June 30, 2021 actuarial valuation was determined using the following actuarial methods and assumptions, applied to all periods included in the measurement, unless otherwise specified:

Measurement Date	June 30, 2021
Accounting Standard	FASB ASC 715
Discount Rate	2.95%
Actuarial Cost Method	Projected Unit Credit
Medical Cost Trend	5.20%
Dental and Vision Cost Trend	5.00%
Expected Rate of Return	5.00%

EL CAMINO REAL ALLIANCE
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 11 – POSTEMPLOYMENT BENEFIT PLAN (continued)

Postemployment Benefit Plan

The following information related to El Camino Real Alliance's postretirement benefit plan is contained in the actuarial valuation as of June 30, 2021. The Charter will obtain a new valuation every year.

	<u>June 30, 2021</u>
Total Postemployment Benefit Plan Liability	
Service cost	\$ 2,267,724
Interest cost	865,758
Actuarial loss/(gain)	(416,126)
Benefits payments	<u>(347,894)</u>
Net change	2,369,462
Total liability - beginning	<u>30,327,976</u>
Total liability - ending (a)	<u>\$ 32,697,438</u>
 Trust Assets	
Contributions - employer	\$ 2,640,000
Actual return on assets	<u>4,670,146</u>
Net change	7,310,146
Trust assets - beginning	<u>13,940,211</u>
Trust assets - ending (b)	<u>\$ 21,250,357</u>
 Net defined benefit plan liability - ending (a) - (b)	 <u>\$ 11,447,081</u>
 Balance of trust assets as a percentage of the total defined benefit plan liability	 65%

El Camino Real Alliance is expected to contribute \$2,640,000 to the trust for the fiscal year ending June 30, 2021. Estimated future benefit payments for the next ten fiscal years are as follows:

<u>Year Ended June 30,</u>	<u>Benefit Payments</u>
2022	\$ 371,324
2023	391,917
2024	414,895
2025	425,348
2026	462,989
2027 - 2031	<u>2,557,635</u>
Total	<u>\$ 4,624,108</u>

EL CAMINO REAL ALLIANCE
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 11 – POSTEMPLOYMENT BENEFIT PLAN (continued)

Fair Value of Plan Assets

In accordance with FASB ASC No. 715-60, *Defined Benefit Plans – Other Postretirement*, the Charter has recognized the funded status of its postemployment retirement plan and measured the plan as the difference between fair value of plan assets and the accumulated postretirement benefit obligation. As mentioned in Note 3 covering investments, the Charter holds \$21,250,357 in investment accounts that are specifically earmarked as trust or plan assets for the postemployment benefit plan. The following table provides a description and sets forth, by level within the fair value hierarchy explained in Note 1N, the Charter’s trust assets as of June 30, 2021.

	Market Value	Fair Value Hierarchy		
		Level 1	Level 2	Level 3
Cash, money funds, and bank deposits	\$ 277,084	\$ 277,084	\$ -	\$ -
Equity securities	14,438,676	13,619,440	135,101	684,135
Mutual funds	1,915,700	1,915,700	-	-
Exchange traded products	4,618,897	-	4,618,897	-
Total Trust Assets	\$ 21,250,357	\$ 15,812,224	\$ 4,753,998	\$ 684,135

NOTE 12 – COMMITMENTS AND CONTINGENCIES

Charter School Authorization

As mentioned in Note 1A, El Camino Real Charter High School is approved to operate as a public charter school through authorization by the Los Angeles Unified School District. As such, the Charter is subject to the risk of possible non-renewal or revocation at the discretion of its authorizing agency if certain criteria for student outcomes, management, and/or fiscal solvency are not met.

Governmental Funds

El Camino Real Alliance has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, it is believed that any required reimbursements would not be material.

Multiemployer Defined Benefit Plan Participation

Under current law on multiemployer defined benefit plans, the Charter’s voluntary withdrawal from any underfunded multiemployer defined benefit plan would require the Charter to make payments to the plan, which would approximate the Charter’s proportionate share of the multiemployer plan’s unfunded vested liabilities. CalSTRS has estimated that the Charter’s share of withdrawal liability is approximately \$25,206,751 as of June 30, 2020, the date of the most recent actuarial study. Also, as of June 30, 2020, CalPERS has estimated the Charter’s share of withdrawal liability to be \$7,269,326. The Charter does not currently intend to withdraw from CalSTRS or CalPERS. Refer to Note 10 for additional information on employee retirement plans.

Line of Credit

El Camino Real Alliance obtained a line of credit with City National Bank in the amount of \$5,000,000. The Charter grants City National Bank a continuing lien and security interest in any and all deposits for full and punctual payments. The Charter had no outstanding loan payable under the line of credit as of June 30, 2021.

**EL CAMINO REAL ALLIANCE
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021**

NOTE 12 – COMMITMENTS AND CONTINGENCIES (continued)

Pending or Threatened Litigation

The Charter may be involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the Charter at June 30, 2021 or the likelihood of a favorable or unfavorable outcome is unable to be evaluated at this time.

NOTE 13 – DONATED GOODS AND SERVICES

During the year, many parents, administrators and other individuals donated significant amounts of time and services to El Camino Real Alliance in an effort to advance the Charter's programs and objectives. These services have not been recorded in the Charter's financial statements because they do not meet the criteria required by generally accepted accounting principles.

NOTE 14 – RELATED PARTY TRANSACTIONS

The Charter makes payments to the authorizing agency, LAUSD, to provide required services for special education and other purchased services in addition to fees for oversight. Fees associated with oversight consisted of 1% of revenue from local control funding formula sources. Total fees for oversight amounted to \$343,743 and total fees for special education and other services amounted to \$654,298 for the fiscal year ending June 30, 2021.

NOTE 15 – SUBSEQUENT EVENTS

El Camino Real Alliance has evaluated subsequent events for the period from June 30, 2021 through January 27, 2022, the date the financial statements were available to be issued. Management did not identify any transactions or events that require disclosure or that would have an impact on the financial statements.

SUPPLEMENTARY INFORMATION

**EL CAMINO REAL ALLIANCE
LEA ORGANIZATION STRUCTURE
JUNE 30, 2021**

El Camino Real Alliance, located in Los Angeles County, was formed as a nonprofit public benefit corporation on November 2, 2011 to operate as a public charter school, El Camino Real Charter High School. El Camino Real Charter High School was numbered by the State Board of Education in May 2011 as Charter No. 1314. The Charter is authorized to operate with a petition approved by the Los Angeles Unified School District. During 2020-21, the Charter served approximately 3,630 students in grades 9 to 12.

BOARD OF DIRECTORS

<u>Name</u>	<u>Office / Representation</u>	<u>Term Expiration</u>
Beatriz Chen	Chair / Community Rep.	June 30, 2021
Brian Archibald	Vice-Chair / Community Rep.	June 30, 2022
Jeff Davis	Secretary / Parent Rep.	June 30, 2021
Linda Ibach	Director / Teacher Rep.	June 30, 2023
Steve Kofahl	Director / Teacher Rep.	June 30, 2023
Kenneth Lee	Director / Classified Rep.	June 30, 2021
Scott Silverstein	Director / Teacher Rep.	June 30, 2022
Brad Wright	Director / Community Rep.	June 30, 2022
John Perez	Director / District Rep.	June 30, 2023

ADMINISTRATION

David Hussey
Executive Director

Gregory Wood
Chief Business Officer

See accompanying notes to the supplementary information.

**EL CAMINO REAL ALLIANCE
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2021**

<u>Federal Grantor/Pass-Through Grantor/Program or Cluster</u>	<u>AL Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Federal Expenditures</u>
U. S. DEPARTMENT OF EDUCATION:			
<i>Passed through California Department of Education:</i>			
Title I, Part A, Basic Grants Low-Income and Neglected	84.010	14329	\$ 385,908
Title II, Part A, Supporting Effective Instruction Local Grants	84.367	14341	77,988
Title IV, Part A, Student Support and Academic Enrichment Grants	84.424	15396	28,053
Special Education: IDEA Basic Local Assistance Entitlement, Part B, Sec 611	84.027	13379	687,996
COVID-19 Emergency Acts Funding/Education Stabilization Fund Discretionary Grants:			
Governor's Emergency Education Relief (GEER) Fund	84.425C	15517	18,609
Elementary and Secondary School Emergency Relief (ESSER) Fund	84.425D	15536	264,318
Subtotal Education Stabilization Fund Discretionary Grants			<u>282,927</u>
Total U. S. Department of Education			<u>1,462,872</u>
U. S. DEPARTMENT OF AGRICULTURE:			
<i>Passed through California Department of Education:</i>			
COVID-19 Emergency Acts Funding/Extending Summer Food Service Program and SSO:			
Child Nutrition Cluster			
School Breakfast Program - Needy	10.553	13526	153,305
National School Lunch Program	10.555	13391	303,989
Subtotal Child Nutrition Cluster			<u>457,294</u>
Total U. S. Department of Agriculture			<u>457,294</u>
U. S. DEPARTMENT OF DEFENSE:			
<i>Passed through California Department of Education:</i>			
ROTC Language and Culture Training Grants	12.357	*	93,125
Total U. S. Department of Defense			<u>93,125</u>
U. S. DEPARTMENT OF THE TREASURY:			
<i>Passed through California Department of Education:</i>			
COVID-19 Emergency Acts Funding:			
Coronavirus Relief Fund (CRF): Learning Loss Mitigation	21.019	25516	782,300
Total U. S. Department of the Treasury			<u>782,300</u>
Total Federal Expenditures			<u>\$ 2,795,591</u>

* - Pass-Through Entity Identifying Number not available or not applicable

The following schedule provides a reconciliation between revenues reported on the statement of activities and the related expenditures reported on the schedule of expenditures of Federal awards. The reconciling amounts represent Federal funds that have been recorded as revenues in a prior year that have been expended by June 30, 2021 or Federal funds that have been recorded as revenues in the current year and were not expended by June 30, 2021.

	<u>AL Number</u>	<u>Amount</u>
Total Federal Revenues reported in the Statement of Activities		\$ 6,611,291
SBA: Paycheck Protection Program (PPP)	59.073	<u>(3,815,700)</u>
Total Expenditures reported in the Schedule of Expenditures of Federal Awards		<u>\$ 2,795,591</u>

See accompanying notes to the supplementary information.

**EL CAMINO REAL ALLIANCE
SCHEDULE OF INSTRUCTIONAL TIME
FOR THE YEAR ENDED JUNE 30, 2021**

<u>Grade Span</u>	<u>2020-21 Number of Days</u>	<u>Status</u>
Grades 9 through 12	180	Complied

See accompanying notes to the supplementary information.

**EL CAMINO REAL ALLIANCE
 RECONCILIATION OF ANNUAL FINANCIAL AND BUDGET REPORT (UNAUDITED ACTUALS) WITH
 AUDITED FINANCIAL STATEMENTS
 JUNE 30, 2021**

June 30, 2021, net position reported for the Charter Schools Enterprise Fund on the Annual Financial and Budget Report (Unaudited Actuals)	<u>\$ 16,072,705</u>
Adjustments:	
Increase (decrease) in total net assets:	
Fixed asset adjustments	(6,584)
Write-off of PPP loan due to forgiveness	<u>3,815,700</u>
Net adjustments	<u>3,809,116</u>
June 30, 2021, net assets per audited financial statements	<u>\$ 19,881,821</u>

See accompanying notes to the supplementary information.

**EL CAMINO REAL ALLIANCE
NOTES TO THE SUPPLEMENTARY INFORMATION
JUNE 30, 2021**

NOTE 1 – PURPOSE OF SCHEDULES

A. LEA Organization Structure

This schedule provides information about the local education agency (LEA or charter school), including the Charter's authorizing agency, grades served, members of the governing body, and members of the administration.

B. Schedule of Expenditures of Federal Awards

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the Charter and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements. The Charter has not elected to use the 10 percent de minimis indirect cost rate.

C. Schedule of Instructional Time

This schedule presents information on the number of instructional days offered by the El Camino Real Charter High School and whether the Charter complied with the provisions of *Education Code Section 47612*.

D. Reconciliation of Annual Financial and Budget Report (Unaudited Actuals) with Audited Financial Statements

This schedule provides the information necessary to reconcile net position reported for the Charter Schools Enterprise Fund on the Annual Financial and Budget Report (Unaudited Actuals) to net assets on the audited financial statements.

OTHER INDEPENDENT AUDITORS' REPORTS



Certified Public Accountants serving
K-12 School Districts and Charter
Schools throughout California

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER
MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

Independent Auditors' Report

To the Board of Directors of
El Camino Real Alliance
Woodland Hills, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of El Camino Real Alliance (the "Charter") as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the Charter's basic financial statements and have issued our report thereon dated January 27, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Charter's internal control over financial reporting ("internal control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Charter's internal control. Accordingly, we do not express an opinion on the effectiveness of the Charter's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Charter's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

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Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Charter's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Charter's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Christy White, Inc.

San Diego, California
January 27, 2022



Certified Public Accountants serving
K-12 School Districts and Charter
Schools throughout California

REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Independent Auditors' Report

To the Board of Directors of
El Camino Real Alliance
Woodland Hills, California

Report on Compliance for Each Major Federal Program

We have audited El Camino Real Alliance's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of El Camino Real Alliance's major federal programs for the year ended June 30, 2021. El Camino Real Alliance's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of El Camino Real Alliance's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about El Camino Real Alliance's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of El Camino Real Alliance's compliance.

Opinion on Each Major Federal Program

In our opinion, El Camino Real Alliance complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

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Report on Internal Control Over Compliance

Management of El Camino Real Alliance is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered El Camino Real Alliance's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of El Camino Real Alliance's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Christy White, Inc.

San Diego, California
January 27, 2022



Certified Public Accountants serving
K-12 School Districts and Charter
Schools throughout California

REPORT ON STATE COMPLIANCE

Independent Auditors' Report

To the Board of Directors of
El Camino Real Alliance
Woodland Hills, California

Report on State Compliance

We have audited El Camino Real Alliance's compliance with the types of compliance requirements described in the *2020-21 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, California Code of Regulations, section 19810, that could have a direct and material effect on each of El Camino Real Alliance's state programs for the fiscal year ended June 30, 2021, as identified below. Reference to El Camino Real Alliance within this letter is inclusive of El Camino Real Charter High School (No. 1314).

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its state programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of El Camino Real Alliance's state programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of the *2020-21 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, California Code of Regulations, section 19810. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on the state programs noted below. An audit includes examining, on a test basis, evidence about El Camino Real Alliance's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance with the requirements referred to above. However, our audit does not provide a legal determination of El Camino Real Alliance's compliance with those requirements.

Opinion on State Compliance

In our opinion, El Camino Real Alliance complied, in all material respects, with the types of compliance requirements referred to above that are applicable to the state programs noted in the following table for the year ended June 30, 2021.

348 Olive Street
San Diego, CA
92103

O: 619-270-8222
F: 619-260-9085
christywhite.com

Procedures Performed

In connection with the audit referred to above, we selected and tested transactions and records to determine El Camino Real Alliance’s compliance with the state laws and regulations applicable to the following:

Description	Procedures Performed
Local Education Agencies	
Attendance and Distance Learning	Yes
Teacher Certification and Misassignments	Not applicable
Kindergarten Continuance	Not applicable
Instructional Time	Yes
Instructional Materials	Not applicable
Ratio of Administrative Employees to Teachers	Not applicable
Classroom Teacher Salaries	Not applicable
Early Retirement Incentive	Not applicable
GANN Limit Calculation	Not applicable
School Accountability Report Card	Not applicable
K-3 Grade Span Adjustment	Not applicable
Apprenticeship: Related and Supplemental Instruction	Not applicable
Comprehensive School Safety Plan	Not applicable
District of Choice	Not applicable
School Districts, County Offices of Education and Charter Schools	
California Clean Energy Jobs Act	Yes
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Charter Schools	
Independent Study – Course Based	Not applicable
Attendance	Yes
Mode of Instruction	Yes
Nonclassroom-Based Instruction/Independent Study	Not applicable
Determination of Funding for Nonclassroom-Based Instruction	Not applicable
Charter School Facility Grant Program	Not applicable

Christy White, Inc.

San Diego, California
January 27, 2022

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

**EL CAMINO REAL ALLIANCE
SUMMARY OF AUDITORS' RESULTS
FOR THE YEAR ENDED JUNE 30, 2021**

FINANCIAL STATEMENTS

Type of auditors' report issued:	<u>Unmodified</u>
Internal control over financial reporting:	
Material weakness(es) identified?	<u>No</u>
Significant deficiency(ies) identified?	<u>None Reported</u>
Non-compliance material to financial statements noted?	<u>No</u>

FEDERAL AWARDS

Internal control over major program:	
Material weakness(es) identified?	<u>No</u>
Significant deficiency(ies) identified?	<u>None Reported</u>
Type of auditors' report issued:	<u>Unmodified</u>
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance 2 CFR 200.516(a)?	<u>No</u>
Identification of major programs:	

<u>AL No.</u>	<u>Name of Federal Program or Cluster</u>
21.019	Coronavirus Relief Fund (CRF): Learning Loss Mitigation

Dollar threshold used to distinguish between Type A and Type B programs:	<u>\$ 750,000</u>
Auditee qualified as low-risk auditee?	<u>Yes</u>

STATE AWARDS

Internal control over state programs:	
Material weaknesses identified?	<u>No</u>
Significant deficiency(ies) identified?	<u>None Reported</u>
Type of auditors' report issued on compliance for state programs:	<u>Unmodified</u>

**EL CAMINO REAL ALLIANCE
FINANCIAL STATEMENT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2021**

FIVE DIGIT CODE

20000

30000

AB 3627 FINDING TYPE

Inventory of Equipment

Internal Control

There were no audit findings related to the financial statements during 2020-21.

**EL CAMINO REAL ALLIANCE
FEDERAL AWARD FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2021**

FIVE DIGIT CODE
50000

AB 3627 FINDING TYPE
Federal Compliance

There were no audit findings and questioned costs related to federal awards during 2020-21.

**EL CAMINO REAL ALLIANCE
STATE AWARD FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2021**

FIVE DIGIT CODE

10000
40000
42000
43000
60000
61000
62000
70000
71000
72000

AB 3627 FINDING TYPE

Attendance
State Compliance
Charter School Facilities Programs
Apprenticeship: Related Supplemental Instruction
Miscellaneous
Classroom Teacher Salaries
Local Control Accountability Plan
Instructional Materials
Teacher Misassignments
School Accountability Report Card

There were no audit findings and questioned costs related to state awards during 2020-21.

**EL CAMINO REAL ALLIANCE
SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2021**

There were no audit findings reported in the 2019-20 fiscal year.

Coversheet

Discuss Local Control Accountability Plan (LCAP) Annual Supplement Mid-Year Report

Section:	V. School Business
Item:	B. Discuss Local Control Accountability Plan (LCAP) Annual Supplement Mid-Year Report
Purpose:	Discuss
Submitted by:	
Related Material:	ECRCHS LCAP Annual Supplement.docx

Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
El Camino Real Charter High School	David Hussey, Executive Director Greg Wood, Chief Business Officer Minita Clark, Administrative Director	d.hussey@ecrchs.net g.wood@ecrchs.net m.clark@ecrchs.net

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. The following is a one-time mid-year report to the local governing board or body and educational partners related to engagement on, and implementation of, these Acts.

A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2021–22 Local Control and Accountability Plan (LCAP).

We continue to engage stakeholders (teachers, staff, students, parents, school board and community members) in the decision making conversations surrounding use of funds. When additional funding became available, we were certain to include details and parameters in discussions at weekly leadership team meetings, monthly Instructional leadership team meetings, monthly School Site Council meetings, monthly Professional Development Advisory Committee meetings, and quarterly Parent Advisory Committee meetings between July and December 2021. We will hold an LCAP community engagement meeting the week of February 28th which will include administrators, board members, certificated and classified staff, students, parents/guardians, and community members. In this meeting, we will focus on LCAP goals one, two and three around creating academic supports to help prepare students for graduation.

A description of how the LEA used, or plans to use, the additional concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.

N/A. We did not receive additional concentration funding as we are below 55%.

A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.

ECR engaged all stakeholders in the use of one-time federal funds intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils. Emergency Relief Funds such as CARES, ESSER as well as Expanded Learning Opportunities Grant funds were used to support professional development, COVID-19 safety protocols, and purchase of additional supplies and materials needed for smooth transitions to distance learning and back to in-person learning. Funds were also used to expand the summer school program and make technology purchases that provide necessary internet safety for staff and students during the pandemic.

Teachers were surveyed in September 2021 to share their individual needs and concerns regarding instructional materials and curriculum required to meet student needs. Because of the survey, we noticed a need for increased tutoring services. At that time, we hired approximately four (4) college students to tutor students after school (in addition to the after school teacher tutoring that is already provided). Further, ECR utilizes an outside agency, beginning August 2021 – present, to provide in-class teacher support (i.e. paraprofessionals) for classes with a large presence of students who are struggling. An English Learner curriculum in reading and writing was purchased to support EL instruction.

A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.

Successes

As referenced above, we have significantly increased the number of paraprofessionals and tutoring offered at ECRCHS. The additional in-class support of paraprofessionals has garnered praise by teachers, parents, and students. All feel that having an additional adult person in the classroom has led to students and teachers feeling less pressure, more comfortable and capable to perform at high levels.

Our supply of Personal Protection Equipment (PPE) is well stocked as masks, sanitizer, protective shields, gloves, and even desk partitions have been made readily available.

We were able to complete network upgrades to meet the needs of technology expansion due to COVID-19.

Maintenance crew worked extended hours to ensure on-site cleanliness

Cleaning protocols were enhanced greatly throughout the school

Challenges

Although we offer many opportunities for tutoring in every core subject area and most other areas, student turnout remains low overall. This is a constant work in progress.

A 10-week social-emotional mentoring program for girls will begin in March but has low sign-up despite it being one of the top three requests from students and parents.

Major facilities projects have been slightly delayed due to Covid-19 and supply chain delays.

A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA's 2021–22 LCAP and Annual Update.

Since the LCAP is the comprehensive planning report that captures school priorities, actions, goals, and expenditures to improve student outcomes, additional funds complement the current LCAP in the following areas:

LCAP Goal 1 & Goal 2 – EL Reading and Writing Curriculum ; LTEL Writing Workshops ; Additional Professional Development for Teachers

Goal 2 Additional Tutoring Offerings in After School Program ; Additional Summer School Support; Additional In-Class Support

Goal 3 Targeted EL Intervention Curriculum ; Additional Supplies and Materials

Goal 4 Increased parent workshops and meetings to support all students ; Additional mental health support staff

Goal 5 Additional counselors and college workshops focused on school to college pipeline

Instructions for the Supplement to the Annual Update for the 2021–22 Local Control and Accountability Plan Year

For additional questions or technical assistance related to the completion of the Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan (LCAP), please contact the local county office of education (COE), or the California Department of Education’s (CDE’s) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the Annual Update to the 2021–22 LCAP and Budget Overview for Parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting, the LEA must include all of the following:

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

When reporting available mid-year outcome, expenditure, and implementation data, LEAs have flexibility to provide this information as best suits the local context, provided that it is succinct and contains a level of detail that is meaningful and accessible for the LEA’s educational partners.

The 2021–22 Supplement is considered part of the 2022–23 LCAP for the purposes of adoption, review, and approval, and must be included with the LCAP as follows:

- The 2022–23 Budget Overview for Parents
- The 2021–22 Supplement
- The 2022–23 LCAP
- The Action Tables for the 2022–23 LCAP
- The Instructions for the LCAP Template

As such, the 2021–22 Supplement will be submitted for review and approval as part of the LEA’s 2022–23 LCAP.

Instructions

Respond to the following prompts, as required. In responding to these prompts, LEAs must, to the greatest extent practicable, provide succinct responses that contain a level of detail that will be meaningful and accessible for the LEA's educational partners and the broader public and must, to the greatest extent practicable, use language that is understandable and accessible to parents.

In responding to these prompts, the LEA has flexibility to reference information provided in other planning documents. An LEA that chooses to reference information provided in other planning documents must identify the plan(s) being referenced, where the plan(s) are located (such as a link to a web page), and where in the plan the information being referenced may be found.

Prompt 1: *“A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2021–22 Local Control and Accountability Plan (LCAP).”*

In general, LEAs have flexibility in deciding what funds are included in the LCAP and to what extent those funds are included. If the LEA received funding through the Budget Act of 2021 that it would have typically included within its LCAP, identify the funds provided in the Budget Act of 2021 that were not included in the LCAP and provide a description of how the LEA has engaged its educational partners on the use of funds. If an LEA included the applicable funds in its adopted 2021–22 LCAP, provide this explanation.

Prompt 2: *“A description of how LEA used, or plans to use, the concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.”*

If LEA does not receive a concentration grant or the concentration grant add-on, provide this explanation.

Describe how the LEA is using, or plans to use, the concentration grant add-on funds received consistent with California *Education Code* Section 42238.02, as amended, to increase the number of certificated staff, classified staff, or both, including custodial staff, who provide direct services to students on school campuses with greater than 55 percent unduplicated pupil enrollment, as compared to schools with an enrollment of unduplicated students that is equal to or less than 55 percent.

In the event that the additional concentration grant add-on is not sufficient to increase the number of staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, describe how the LEA is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Prompt 3: *“A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.”*

If the LEA did not receive one-time federal funding to support recovery from the COVID-19 pandemic and the impacts of distance learning on students, provide this explanation.

Describe how and when the LEA engaged its educational partners on the use of one-time federal funds it received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on students. See the COVID-19 Relief Funding Summary Sheet web page (<https://www.cde.ca.gov/fg/cr/relieffunds.asp>) for a listing of COVID-19 relief funding and the Federal Stimulus Funding web page (<https://www.cde.ca.gov/fg/cr/>) for additional information on these funds. The LEA is not required to describe engagement that has taken place related to state funds.

Prompt 4: “A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.”

If an LEA does not receive ESSER III funding, provide this explanation.

Describe the LEA’s implementation of its efforts to maintain the health and safety of students, educators, and other staff and ensure the continuity of services, as required by the federal American Rescue Plan Act of 2021, and its implementation of the federal Elementary and Secondary School Emergency Relief (ESSER) expenditure plan to date, including successes and challenges.

Prompt 5: “A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.”

Summarize how the LEA is using its fiscal resources received for the 2021–22 school year to implement the requirements of applicable plans in a manner that is aligned with the LEA’s 2021–22 LCAP. For purposes of responding to this prompt, “applicable plans” include the Safe Return to In-Person Instruction and Continuity of Services Plan and the ESSER III Expenditure Plan.

California Department of Education
November 2021

Coversheet

Discuss and Vote on Updates to the 2021-22 Parent Student Handbook

Section: V. School Business
Item: C. Discuss and Vote on Updates to the 2021-22 Parent Student Handbook
Purpose: Vote
Submitted by:
Related Material: 2021-2022_Parent-Student_Handbook__4877-0720-9743.v1__2_.pdf

El Camino Real Charter High School

Parent-Student Handbook

2020-2021



El Camino Real Charter High School

Home of Academic and Athletic Excellence

5440 Valley Circle Blvd. Woodland Hills, CA 91367

Tel.818.595.7500 Fax 818.~~595740~~.~~75019023~~

www.ecrchs.net

Board Approved: July 23, 2020

Effective Date: July 1, 2020

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EXECUTIVE DIRECTOR'S WELCOME

Dear Parents and Guardians,

Welcome to the 202~~10~~-202~~21~~ school year and welcome graduating class of 202~~54~~. The State of California requires that all schools notify students, parents and guardians about their rights and responsibilities annually. The enclosed notices provide important information that describes policies and procedures at El Camino Real Charter High School that will affect your student.

Thank you and I hope you have a productive and successful school year!

Sincerely,

David Hussey
Executive Director

DRAFT

MISSION/VISION/SLOs

Mission Statement

The mission of El Camino Real Charter High School (“ECRCHS,” the Charter School,” or the “School”) is to prepare our diverse student body for the next phase of their educational, professional, and personal journey through a rigorous, customized academic program that inspires the development of students’ unique talents and skills, builds character, and provides opportunities for civic engagement and real-world experiences.

Vision Statement

We envision a charter school community, highly regarded for its innovative teaching methods that empower students to be independent, determined, and compassionate global citizens who think critically, collaborate confidently, and work passionately toward a sustainable future in the world they will inherit.

Student Learning Outcomes (“SLOs”)

In order to succeed in a changing global community, all ECRCHS students will be:

Critical Thinkers who:

- Observe, interpret, analyze, evaluate, and integrate information
- Collaborate confidently in a variety of settings
- Develop multiple literacies (linguistic, environmental, historical, numerical, scientific, cultural, digital)
- Make predictions based on evidence
- Produce claims with credible support
- Reassess previous interpretations when presented with new evidence

Effective Communicators who:

- Synthesize data from print and digital media
- Organize and prioritize information
- Express ideas with a deliberate use of rhetoric
- Consider audience, by demonstrating clear and appropriate language and behavior
- Utilize technology to present findings purposefully

Hard-working graduates who:

- Achieve college education, career and individual goals
- Explore options and plan for success
- Persevere in the face of challenges
- Become informed, empowered decision makers
- Possess a sense of agency
- Exhibit professionalism in all endeavors

Socially Responsible Citizens who:

- Demonstrate compassion, honesty, and respect
- Utilize technology appropriately
- Live sustainably
- Engage in the civic process
- Work towards a just society
- Connect local issues to global systems to create positive change

DRAFT

COMMUNICATIONS

GENERAL INFORMATION

The Main Campus of ECRCHS is located at 5440 Valley Circle Boulevard, Woodland Hills, CA 91367. Our phone number is (818) 595-7500 and our website address is www.ecrchs.net. The school opened in February of 1969 as El Camino Real High School, and became a charter school in 2011.

ECRCHS opened the North Campus College and Career Independent Study Program, located at 7401 Shoup Avenue, West Hills, CA 91307, in the Fall of 2019.

Office hours for both campuses are from 7:00 a.m. to 4:00 p.m. Monday through Friday. Visitors to each campus must have permission and a pass to be on school grounds. Students may not leave the school grounds without permission during school time.

Our school colors are dark blue, light blue, and camel. The school newspaper is The King's Courier and the yearbook is El Corazon. Our school mascot is the Conquistadores.

CONTACTING A TEACHER

All members of the El Camino Real Charter High School Faculty and Staff may be reached via e-mail. Emails are formatted as [first initial].[last name]@ecrchs.net For example, to contact teacher John Doe, you may email j.doe@ecrchs.net. Look under the "Contact Us" tab on the home page of the website for a list of staff members. Staff members are listed alphabetically and by department.

TEACHER WEBSITES

Some teachers have created Web pages as resources for their students. These pages may be accessed through the "Students" tab on the home page of the school website.

LIST OF IMPORTANT DATES

AUGUST 2020

08/07: Pupil Free Professional Development Day
08/06 – 08/07: Pupil Free Days
08/10: First Day of Instruction (Monday)
08/27: Back to School Night (Tuesday),
6:00 pm – 8:00 pm

SEPTEMBER

09/04: No School – Admissions Day (Friday)
09/07: No School – Labor Day (Monday)
09/28: No school – Floating Holiday (Monday)

NOVEMBER

11/11: No school - Veterans' Day (Wednesday)
11/23 -11/27: No school
Thanksgiving Holiday

DECEMBER

12/16: Final Exams, Dismissal @ 12:30pm (Wednesday)
12/17: Final Exams, Dismissal @ 12:30pm (Thursday)
12/18: Final Exams, Dismissal @ 12:30pm (Friday)
12/21 – 12/31: No school - Winter Break

JANUARY 2020

01/01 – 01/8: No school - Winter Break (con't.)
01/11: No school – Pupil Free Professional Development Day (Monday)
01/12: Second Semester Starts (Tuesday)
01/18: No school - Martin Luther King Day (Monday)

FEBRUARY

02/15: No school - Presidents' Day (Monday)

MARCH

03/26: No school – Cesar Chavez Day (Friday)
03/29-03/31: No school: Spring Break

APRIL

04/01-04/02: No school: Spring Break

MAY

05/27: Final Exams, Dismissal @ 12:30 (Thursday)
05/28: Final Exams, Dismissal @ 12:30 (Friday)
05/31: No school - Memorial Day (Monday)

JUNE

06/01: Final Exams, Dismissal @ 12:30 (Tuesday)
06/02: Senior Clearance Day (Wednesday), Dismissal @ 3:14
06/03: Regular Day, Dismissal @ 3:14; Graduation @ 6pm (Thursday)

*** Note: Common Planning Day takes place each Wednesday, please see Bell Schedule below. For more information, please go to the School website.**

BELL SCHEDULES

Listed below are some of the commonly used school bell schedules. The bell schedule for the day can be found on the home page of the school's website.

Regular Schedule (M-T, Th-F)

<u>Period</u>	<u>From</u>	<u>To</u>	<u>Minutes</u>
0	7:00	7:54	54
1	8:01	9:00	59
2	9:07	10:01	54
Nutrition	10:01	10:17	16
3	10:24	11:32	68
4	11:39	12:33	54
Lunch	12:33	1:12	39
5	1:19	2:13	54
6	2:20	3:14	54

Common Planning Day Schedule (Wednesdays only)

<u>Period</u>	<u>From</u>	<u>To</u>	<u>Minutes</u>
0	7:09	7:54	45
Common Planning Time	8:00	9:00	60
1	9:07	9:59	52
2	10:06	10:51	45
Nutrition	10:51	11:07	16
3	11:14	11:59	45
4	12:06	12:51	45
Lunch	12:51	1:30	39
5	1:37	2:22	45
6	2:29	3:14	45

BOARD MEMBERS

<u>Member</u>	<u>E-Mail</u>
<u>Brian Archibald</u>	<u>b.archibald@ecrchs.net</u>
<u>Beatriz Chen</u>	<u>b.chen@ecrchs.net</u>
<u>Dr. Jeff Davis</u>	<u>j.davis@ecrchs.net</u>
<u>Linda Ibach</u>	<u>l.ibach@ecrchs.net</u>
<u>Steven Kofahl</u>	<u>s.kofahl@ecrchs.net</u>
<u>Kenneth Lee</u>	<u>ken.lee@ecrchs.net</u>
<u>John Perez</u>	<u>j.perez@ecrchs.net</u>
<u>Darin Ryburn</u>	<u>d.ryburn@ecrchs.net</u>
<u>Scott Silverstein</u>	<u>s.silverstein@ecrchs.net</u>
<u>Brad Wright</u>	
<u>Linda Ibach</u>	
<u>Steve Kofahl</u>	
<u>Danielle Malconian</u>	
<u>Daniela Lopez-Vargas</u>	
<u>Alexandra Ramirez</u>	
<u>Greg Solkovits</u>	

The Board meets once per month. Meeting dates, times, agendas, and minutes are posted on the school website under ECR Board.

SENDWORDNOW TELEPHONE SYSTEM

SendWordNow is used periodically to notify families of upcoming events and student absences. It is important that the school has a current active working telephone number for each family. Therefore, we encourage families to always keep the school informed of any changes to their personal information. Changes can be made at the Admissions Office by filling out the appropriate form.

NEWS MEDIA ACCESS

Occasionally, members of the news media may visit the school to cover activities such as sports competitions, school assemblies, special programs, and general newsworthy events. The law provides that when members of the news media are lawfully on campus, they may interview, photograph, and/or film students. However, parents/guardians may deny or withhold permission for their children to be interviewed, filmed, or photographed. Additionally, a student may decline to speak to the media and may refuse to be interviewed, filmed, or photographed by the media.

In addition, various campus organizations (e.g. newspaper, broadcast journalism, student council) may take pictures and videos during the year that are posted to the school and/or organization website.

ONE TO ONE LAPTOPS

ECRCHS' 21st-century classroom initiative leverages technology to support our vision of empowering students to be independent, think critically, collaborate confidently and work passionately. Assigning each student ~~their~~^{his/her} own laptop device to use in the classroom and also take home allows ECRCHS to educate our students innovatively by being able to do more individualized learning, providing the applications that help develop their creative thinking and problem solving, and making information more accessible at their fingertips. ECRCHS uses Microsoft Office365, Google Suite, Adobe Creative Cloud, and many more applications to ensure that our students are college and career ready.

INTERNET ACCESS/ACCEPTABLE USE POLICY

ECRCHS classrooms have Internet access for students to use for class projects and research. ECRCHS is compliant with the Federal Children's Internet Protection Act ("CIPA"). Specifically, CIPA requires schools to use technology to block access to Internet sites that: (A) are obscene; (B) contain child pornography; or (C) are harmful to minors.

Please read and review with your son/daughter the Acceptable Use Policy ("AUP") found in Appendix A for students using the Internet at ECRCHS; Appendix A also includes information regarding the Optional Laptop Protection Plan. Both student and parent/guardian must indicate that they understand and agree to the Acceptable Use Policy. Without this acknowledgement, your child will not be allowed to use school computers with Internet accessibility.

SOCIAL NETWORKING POSITION

Students should understand that they are responsible for anything they display or post on the Internet through social networking sites such as Snapchat, Instagram, Twitter, Facebook, LinkedIn, YouTube, etc., and that their online actions can have serious real-life repercussions. As such, students should use good judgment and common sense in all their online activities. The following guidelines are intended to ensure that students know how to behave properly online.

- Students are responsible and may be held accountable for negative or hostile comments, insults, and/or harassment on social networking sites or through other electronic acts. If a student or employee is harassed online, causing the student or employee to feel uncomfortable at school, ECRCHS has the right to take disciplinary action to safeguard the well-being of its students and employees. If a threat is made against an ECRCHS student or employee, against school

facilities, or generally in relation to the school, ECRCHS has the right to become involved. A threat is a threat regardless of the medium in which it is made.

- ECRCHS will always err on the side of safety. If there is a perceived safety threat, the school will investigate.

DRAFT

ACADEMICS

ATTENDANCE

California Education Code Section 48200 requires all children and youth between the ages of 6 and 18 years to participate in full-time education, unless exempted. All students are expected to attend school for the full length of each school day.

School attendance is vital to student achievement. Students who develop patterns of good attendance are much more likely to be successful both academically and socially. Schools are required to update attendance data and records during the current school year. Corrections and updates to attendance data and records are not allowed after the school year has closed. It is the parent's/guardian's responsibility to provide documentation within five (5) school days after the student returns to school in order to prevent absences from being converted to truancies.

Excused Absences

A student shall be excused from school when the absence is due to:

- Personal illness, including an absence for the benefit of the student's mental or behavioral health;
- Quarantine under the direction of a county or city health officer;
- Medical, dental, optometric or chiropractic appointments services.
 - Note: students may be excused from school for the purpose of obtaining confidential medical services without the consent of the student's parent or guardian;
- Attending the funeral services of an immediate family member, e.g., mother, father, grandmother, grandfather, brother, sister, or any relative living in the immediate household of the student
 - Excused absence in this instance shall be limited to one (1) day if the service is conducted within the state, or three (3) days if the service is conducted outside of the state);
 - "Immediate family" shall be defined as parent or guardian, grandparent, spouse, son/son-in-law, daughter/daughter-in-law, brother, sister or any other relative living in the student's household.
- Jury duty;
- Illness or medical appointment/treatment of a child for whom the student is the custodial parent, including absences to care for a sick child;
 - The school does not require a note from the doctor for this excusal.
- To permit the student to spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code Section 49701, and has been called to duty for, is on leave from, or has immediately returned from, deployment to a combat zone or combat support position. Absences granted pursuant to this paragraph shall be granted for a period of time to be determined at the discretion of ECRCHS.

- For purpose of serving as a member of a precinct board for an election pursuant to Elections Code Section 12302.
- Attendance at the student's naturalization ceremony to become a United States citizen.
- For the purpose of participating in a cultural ceremony or event. "Cultural" means relating to the habits, practices, beliefs, and traditions of a certain group of people.
- Authorized parental leave for a pregnant or parenting student for up to eight (8) weeks, which may be extended if deemed medically necessary by the student's physician.
- Authorized at the discretion of the Executive Director or designee, based on the facts of the student's circumstances, are deemed to constitute a valid excuse.
- A student who holds a work permit to work for a period of not more than five (5) consecutive days in the entertainment or allied industries shall be excused from school during the period that the student is working in the entertainment or allied industry for a maximum of up to five (5) absences per school year subject to the requirements of Education Code section 48225.5.
- In order to participate with a not-for-profit performing arts organization in a performance for a public-school student audience for a maximum of up to five (5) days per school year provided the student's parent or guardian provides a written note to the school authorities explaining the reason for the student's absence.
- For the following Justifiable Personal Reasons for a maximum of five (5) school days per school year, upon is when the pupil's absence has been advance written requested in writing by the student's parent or guardian and approved by the Executive Director or designee pursuant to uniform standards. Absences that fall into this category include, but are not limited to, the following:
 - Appearance in court;
 - Attendance at a funeral service for someone other than immediate family;
 - Observance of religious holiday or ceremony of the student's religion;
 - Attendance at a religious retreat (shall not exceed 4 hours per semester);
 - Revoked suspension through appeal's procedure;
 - "Take Our Daughters and Sons to Work Day®."
 - Attendance at an employment conference.
 - Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization.

Students who are absent should bring a written and signed note upon return to school for each day or consecutive days ~~they were~~~~he/she was~~ absent, and submit the note to the Counseling Office. This written verification must be received within five (5) school days of a student's return to school. Upon receiving appropriate written verification that an absence occurred due to one of the reasons listed above, the School will consider the absence to be excused.

A pupil absent from school for the above excused reasons shall be allowed to complete all assignments and tests missed during the absence that can reasonably be provided

and, upon satisfactory completion, shall be given the opportunity to earn full credit. The teacher of any class from which a pupil is absent shall determine what assignments the pupil shall make up and in what period of time the pupil shall complete such assignments. The tests and assignments shall be reasonably equivalent to, but not necessarily identical to, the tests and assignments that the pupil missed during the absence.

Truancy

Any absence for reasons other than those listed as excused absences are unexcused absences and students do not have to be given the opportunity to make up missing assignments.

Students shall be classified as “tardy” if the student arrives after the start of the school day.

Students shall be classified as truant if the student is absent from school without a valid excuse three (3) full days in one school year, or if the student is tardy or absent for more than any 30-minute period during the school day without a valid excuse on three (3) occasions in one school year, or any combination thereof. Any student who has once been reported as a truant and who is again absent from school without valid excuse one or more days, or tardy on one or more days, shall again be deemed a truant. Such students shall be reported to the Executive Director or designee.

Excessive absences are defined as absences equal to or greater than ten percent (10%) of the number of school days; i.e., if there are 180 school days in the year, excessive absences will be 18 or more.

The Executive Director, or designee, shall implement positive steps to reduce truancy, including working with the family in an attempt to resolve the attendance problem. A student’s progress and learning may be affected by excessive unexcused absences. In addition, ECRCHS is fiscally dependent on student attendance and is negatively impacted by excessive unexcused absences. If all attempts to resolve the student’s attendance problem are unsuccessful, ECRCHS will implement the processes described below.

Involuntary Removal Process

No student shall be involuntarily removed by ECRCHS for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the action (“Involuntary Removal Notice”). The written notice shall be in the native language of the student or the student’s parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student’s educational rights holder. The Involuntary Removal Notice shall include the charges against the student and an explanation of the student’s basic rights including the right to request a hearing before the effective date of the action. The hearing shall be consistent with ECRCHS’s expulsion procedures. If the

student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to ECRCHS's suspension and expulsion policy.

Upon parent/guardian request for a hearing, ECRCHS will provide notice of hearing consistent with its expulsion hearing process, through which the student has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate. The notice of hearing shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder and shall include a copy of ECRCHS's expulsion hearing process.

If the parent/guardian is nonresponsive to the Involuntary Removal Notice, the Student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If parent/guardian requests a hearing and does not attend on the date scheduled for the hearing the Student will be disenrolled effective the date of the hearing.

If as a result of the hearing the student is disenrolled, notice will be sent to the student's last known district of residence within thirty (30) days.

A hearing decision not to disenroll the student does not prevent ECRCHS from making a similar recommendation in the future should student truancy continue or re-occur.

GRADUATION REQUIREMENTS

To earn a diploma, students must satisfactorily complete the required course of study, earn at least 230 credits, and meet the Service Learning and Career Pathway requirements. In addition, all graduation requirements must be met in order to participate in the graduation ceremony.

Required Courses (Grades 9-12)

English (40 credits)

- 9th grade: English 9AB
- 10th grade: English 10AB
- 11th grade: 1 year of American Literature/Contemporary Composition or
1 year of A.P. English Language AB
- 12th grade: 1 year of A.P. English Literature AB or
1 semester of Expository Composition or Advanced Composition
and
1 semester of an English elective

Social Studies (30 credits)

- 10th grade: World History AB
- 11th grade: U.S. History AB
- 12th grade: 1 semester of Government and
1 semester of Economics

Mathematics (20 credits)

At minimum, students need to take Algebra 1AB and Geometry AB

Laboratory Science (20 credits)

- 10 credits of Biological Science
- 10 credits of Physical Science

Physical Education (20 credits)

Students are required to take PE in 9th grade and must pass 4 semesters of PE in total

Students must pass the State Fitness Exam or they will continue to be enrolled in PE until the exam is passed (note that passing the State Fitness Exam is not a requirement to graduate)

Visual and Performing Arts (10 credits)

Students must take a one year course in the visual or performing arts

Applied Technology (10 credits)

- 1 semester of computers
- 1 semester of another applied technology course

Health (5 credits)

- 1 semester of Health

Electives (75 credits)

A-G REQUIREMENTS

“A-G” requirements are a sequence of high school courses that students must complete (with a grade of “C” or better) to be minimally eligible for admission to the University of California (“UC”) and California State University (“CSU”). They represent the basic level of academic preparation that a high school student should achieve to undertake university work. All ECRCHS students will be automatically placed on the A-G path; ECRCHS encourages all students to remain on this path. However, if a parent/guardian elects to remove the student from the A-G path, the parent/guardian must come to the School, meet with a counselor, and affirm the election to remove the student from this path.

For the A-G path, please note the following:

- Minimum requirements needed to apply directly to a 4-year college after graduation.
- Completing requirements does NOT guarantee entrance to any college.
- Courses used to satisfy the “A-G” requirements in which the student earns “D” or “F” grades MUST be repeated with grades of “C” or better. In these cases, the second set of grades are used in calculating the grade point average for college admission (for ECRCHS grade point average, all grades are averaged including repeats). Each course in which a grade of “D” or “F” has been received may be repeated only once.
- If a student repeats a course used to satisfy the “A-G” requirements in which he or she originally earned a grade of “C” or higher, the repeated grade will not be used in the calculating the grade point average.
- A student must complete eleven of the fifteen A-G requirements by the end of ~~his~~her junior year in order to be UC-eligible.
- For A-G Course Lists (search by high school), go to <http://www.ucop.edu/agguide/>; then click on the “A-G Course List” tab on the right side of the screen to search for classes.

A-G Category	Subject	Required Years
A	History/Social Science	2
B	English	4
C	Mathematics	3*
D	Laboratory Science	2*
E	Foreign Language	2*
F	Visual Performing Arts	1
G	College Preparatory Elective	1

Note: * indicates additional years are recommended

For a complete list of UC/CSU courses, go to: <https://hs-articulation.ucop.edu/agcourselist>

PROCEDURES FOR CLASS PROGRAMMING

Students meet with their counselor twice each year to choose their courses and discuss their progress towards meeting graduation requirements. During Welcome Week, students will have the opportunity to meet with their counselor to make program adjustments. During this time, students with an incomplete schedule, incorrect classes, and repeated classes may meet with the counselor to make changes.

Students may request changes at the start of each semester. However, there are NO class or level changes following the 15th class day of each semester.

Counselors do not make teacher or period preference changes.

In accordance with the Mathematics Placement Act of 2015, ECRCHS has adopted a Mathematics Placement Policy, available as [Appendix B](#).

AVAILABILITY OF PROSPECTUS

Upon request, the Charter School will make available to any parent or legal guardian, a school prospectus, which shall include the curriculum, including titles, descriptions, and instructional aims of every course offered. Please note that, pursuant to law, the Charter School may charge for the prospectus in an amount not to exceed the cost of duplication.

PROGRAMS

The School has several special programs. For more information on the special programs, please contact your child's counselor.

AVID

Advancement Via Individual Determination ("AVID") is a small learning community for students who have the potential and desire to attend a four-year college. Many students in the AVID program are the first in the family to attend college and benefit from the extra support and guidance. The AVID program involves academic instruction, tutorial support, and motivational activities. Students in the AVID program are enrolled in the AVID elective each semester and learn organizational/study skills, work on critical thinking and probing questions, get academic help from peers and tutors, and receive guidance through the college process. Students in the AVID program are required to maintain a Grade Point Average ("GPA") of 2.5 or higher.

Humanitas

Humanitas is a college preparatory program for students who are interested in the social, political, and environmental issues that shape society. Humanitas consists of three college-prep classes at each grade level that work together to build academic skills and make connections between the content areas. The award-winning, project based curriculum prepares students for success in college and beyond. Humanitas is committed to the integration of visual and performing arts as an essential tool to engage students and develop deeper understandings of course content. Students in the Humanitas program will have many opportunities for field trips and community service.

Careers in Entertainment Academy

Careers in Entertainment Academy ("CEA") is a four year, internationally recognized, academy in which students acquire the artistic and technical skills in all aspects of film and television production, in order to prepare them for a professional career in the entertainment industry. Filmmaking 1AB includes 1 semester of Film History and 1 semester of beginning Film Production, where students acquire the basic skills necessary to produce their own group narrative films. Sophomore year is Broadcast, which emphasizes documentary filmmaking and produces ECREALITY, a bi-monthly news format web series. Junior and Senior years, students may choose to stay in

Broadcasting, or they may move to Intermediate Filmmaking 2AB, for 11th grade, and Film Production (Advanced Film), for 12th grade. Both intermediate and advanced classes work in all film departments to produce 7-15 minute narrative films. Completed films are entered in prestigious national and international film festivals.

Fashion and Design Academy

This elective based academy offers students the opportunity to participate in the world of fashion design. Students in this program make costumes for drama festivals and put on an annual fashion show at the school.

STEAM

Students in the Science + Technology + Engineering + Art + Math (“STEAM”) program take a preset group of courses to build a strong foundation in science, technology, engineering, art, and math. These include biology, math (either Algebra 1 or Geometry, depending on math ability), Introduction to Technology/Digital Media, Design Craft, and English 9. The STEAM program has an honors track and a college preparatory track, with both focusing on A-G requirements. Starting in 10th grade, STEAM participants will have the choice to focus on biomedical, technology/engineering, or environmental themes, within the STEAM program.

VAPA

Our Visual and Performing Arts Academy (“VAPA”) serves students who would like to enhance their high school experience through the art disciplines. VAPA students are enrolled in at least one VAPA course each year. Through the support of their counselors and teachers, VAPA students will receive guidance in developing their artistic prowess and applying to arts-based college programs. All mediums (including drawing, painting, design, instrumental and vocal music, drama, and dance) provide opportunities for community connections and authentic learning experiences. The academy culminates each year with a showcase of all art disciplines, which highlights using art as a vehicle for social change.

SCHOOL ACCOUNTABILITY REPORT CARD

ECRCHS will annually issue a School Accountability Report Card (“SARC”). The SARC is published by February 1 each school year. A copy is available upon request at the school site, and also on the school’s website (www.ecrchs.net, under About).

REPORT CARDS

Report cards are issued and mailed home at the 20-week period. Parents/guardians may view the interim progress report grades at the 5-week, 10-week, 15-week, and 20-week periods in AERIES.

GRADE CHANGE REQUEST PROCESS

~~Parents have a right to request a change of a student's grade on the following grounds:~~

- ~~• Mistake;~~
- ~~• Fraud;~~
- ~~• Bad faith;~~
- ~~• Incompetency in assigning the grade; and/or~~
- ~~• Failure to adhere to then current grading policies.~~

When grades are earned for any course of instruction taught in the public schools, the grade earned by each student shall be the grade determined by the teacher of the course, and. ~~In the absence of any of the grounds listed above,~~ the grade shall be final.

Any request for a grade change shall comply with the procedures set forth in the Educational Records and Student Information Policy in Appendix U to request an amendment of educational records. The Charter School shall respond to the request as set forth in the Policy. ~~must start with the classroom teacher within 30 days of the date the grade report was mailed. If not resolved with the teacher, the next step is a written request to the appropriate Assistant Principal. If not resolved, the decision may be appealed to the Executive Director. At each step, the parent/guardian has the right to present information in support of the request. Any meetings during the resolution process may only be attended by the parent/guardian; outside advocates or representatives are not allowed. The decision of the Executive Director is final.~~

AWARDING CLASS CREDIT

Class credit is awarded for classes approved by the ECRCHS Governing Board. Earning five instructional credits normally requires five 40- to 60-minute periods of class time per week for one semester. Credits are based on the Carnegie Unit. One Carnegie Unit represents one full-year class and is equivalent to 10 semester credits. One-half Carnegie Unit represents one semester's work in a subject and is equivalent to 5 semester units. Credit is not awarded for classes in which a student earns a Fail, No Mark, or Incomplete.

Credit is not awarded for classes repeated to raise a grade unless the grade previously earned was a Fail, No Mark, or Incomplete. Partial credit is not granted for ECRCHS classes unless a student is eligible under Education Code Section 51225.2. Currently enrolled students who take classes at institutions other than ECRCHS must have approval from their counselor to earn high school credit. All courses posted to the transcript are final and cannot be removed from the transcript record.

All ECRCHS courses are accredited by the Western Association of School and Colleges ("WASC") and are transferable throughout the United States.

TRANSFER CREDITS

Subject marks and credits are accepted and recorded on the ECRCHS transcript from schools accredited by WASC or other regional accrediting association. Credit from non-accredited schools will be recorded with grades of pass or fail and a generic subject description. Credits for non-accredited school outside of the United States require certified translations. Evaluations of the transcript and the granting of credits is specific to each student. Students who have completed the equivalent of high school in their country may not enroll in ECRCHS, but may instead enroll in a post-secondary institution.

Regardless of the type of transfer, verification of the curriculum, course content, instructional hours and alignment with the California State Standards is required and must be approved by the Administrator before credit is awarded.

SUMMER SCHOOL

ECRCHS Summer School classes are available to students who are currently enrolled at ECRCHS and/or who are registered to enroll at ECRCHS in the Fall of each year. Students who take summer school classes at other institutions are required to obtain prior approval from their counselor before taking the class if they wish to apply the credits earned towards high school graduation. Students without prior authorization from their current school counselor will not earn high school credit. For more information, see your counselor.

CAL GRANT PROGRAM NOTICE

ECRCHS is required by state law to submit the GPA of all high school seniors by October 1 of each year, unless the student (if the student is over age 18 years of age or older) or parent/guardian (for those under 18 years of age) opt out. Students currently in eleventh (11th) grade will be deemed a Cal Grant applicant, unless the student (or parent/guardian, if the student is under 18 years of age) has opted out on or before January 31.

INFORMATION REGARDING FINANCIAL AID

The Charter School shall ensure that each of its students receives information on how to properly complete and submit the Free Application for Federal Student Aid (FAFSA) or the California Dream Act Application, as appropriate, at least once before the student enters 12th grade. The Charter School will provide a paper copy of the FAFSA or the California Dream Act Application upon request.

- The FAFSA form and information regarding the FAFSA are available at:
 - <https://studentaid.gov/h/apply-for-aid/fafsa>
- The California Dream Act Application and information regarding the California Dream Act is available at:
 - <https://www.csac.ca.gov/post/resources-california-dream-act-application>

ALTERNATIVE EDUCATION AND INDEPENDENT STUDY PROGRAM

Alternative Education Program

ECRCHS is pledged to provide an appropriate and challenging educational program accessible to all students, including students achieving at a level significantly below their peers, defined as those who are 30 credits or more behind the four-year pacing plan. These students will be given the opportunity to capture credits through the Alternative Education Program. This program provides additional strategies with a more personalized instructional setting specific to each student's academic needs. Students identified for the personalized intervention setting will be expected to master the skills and content necessary for success in colleges and careers. Students will demonstrate mastery of standards in four core academic subject areas: English Language Arts; history/social sciences; mathematics; and the natural sciences.

Courses offered are not set on a semester timeline. Each course is designed to allow students the flexibility to access the curriculum at their own pace. Personalized learning plans ("PLP") are developed for each student. The instructional curriculum will have the flexibility to provide specific intervention, catering to the needs of each student, throughout each course's entirety. A self-paced format allows the teacher to slow down the curriculum at any time throughout the course and address learning deficits. Students are not required to move forward and keep up with the class but rather set their own pace based on their skills and ability to process the information necessary to be successful in each course. This approach allows students of all levels to demonstrate growth and mastery within the curriculum and be successful in grade appropriate classes that meet A-G requirements.

Due to the independent nature of the instructional program, plagiarism and/or sharing of work is taken very seriously and will lead to closing the course with no credit awarded.

Independent Study

The North Campus College and Career Independent Study Program will be offered to those students who are unable to attend school in the traditional five days a week format. It is designed for students with special interests and abilities, scheduling problems, or individual needs that cannot be accommodated in the traditional school. This program offers courses that meet the CSU/UC college A-G course requirements. Most of the courses will be offered online as well as in person from our ESSA-qualified teachers on the North Campus. Students must meet all independent study eligibility requirements. Because this program offers rigorous, challenging courses, students must be able to work independently and have a desire to learn. Due to the independent nature of the instructional program, plagiarism, and/or sharing of work, is taken very seriously and will lead to closing the course with no credit awarded.

ECRCHS will adhere to California Department of Education regulations and requirements for Independent Study programs at charter school sites and Education Code Section 47612.5. A copy of ECRCHS's complete Independent Study Policy is available as Appendix C.

Online Instruction

ECRCHS currently contracts with Cyber High to offer our students online classes. ECRCHS covers the expenses of these online classes. Each class is five units and students may work on the classes from their home computers. However, to finish each unit, the student must stay after school to take a test. Each semester there is a specific deadline for completion; classes that are not finished by the deadline are lost and do not roll over to the next semester. Students may request additional information and sign-up sheets from their counselors. Though there are other online, accredited programs from which we will accept credits, those other programs are private pay options. Due to the independent nature of the online program, plagiarism and/or sharing of work is taken very seriously and will lead to closing the course with no credit awarded.

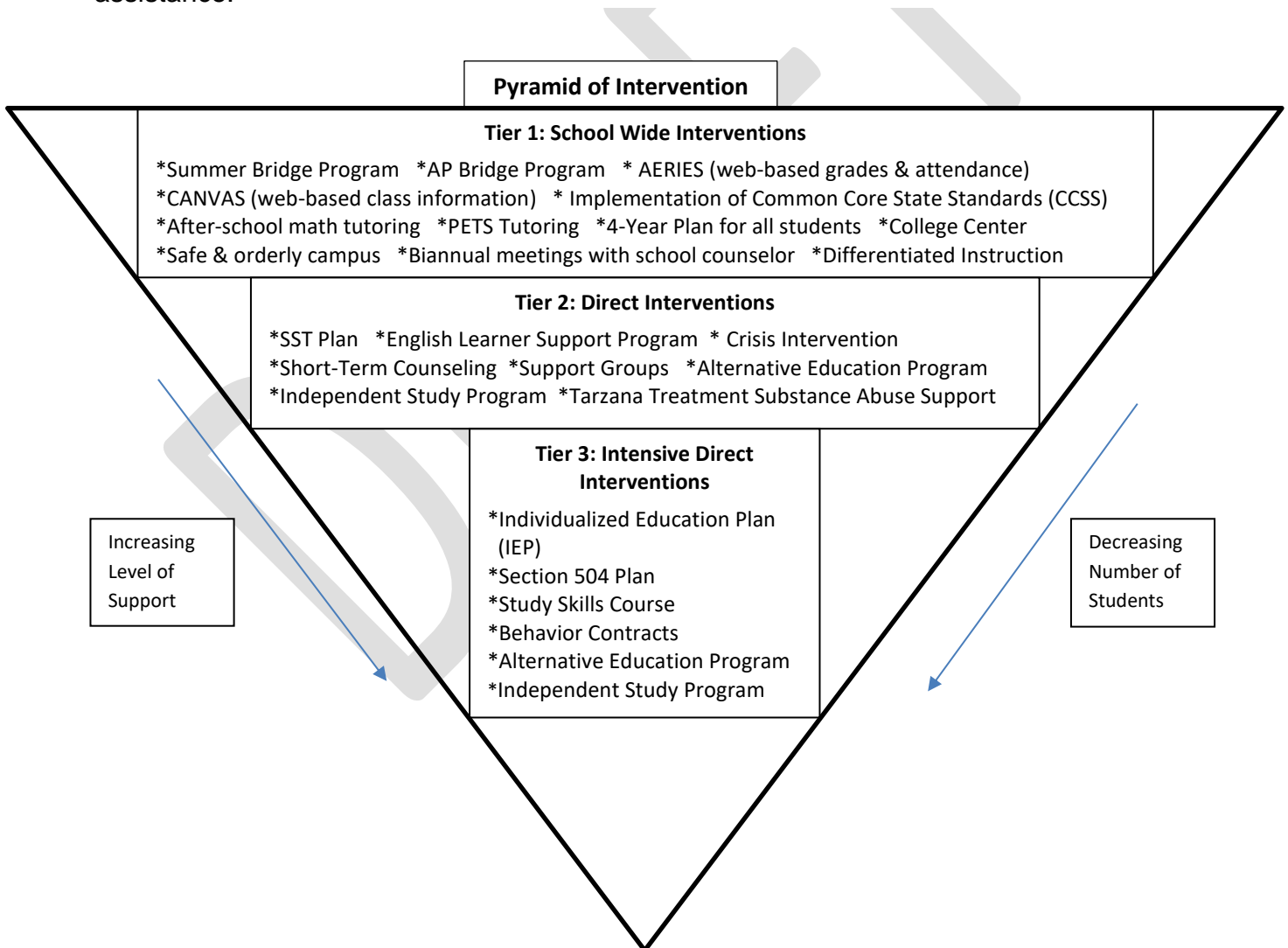
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STUDENT SUPPORT SERVICES

ECRCHS is dedicated to providing a positive and supportive learning environment focused on student success in our academic programs. Student Support Services provides oversight and guidance for Special Education, Section 504 Plans, the Health Office, and Mental Health Services and assists students, teachers, and counselors in identifying resources to support student success.

Intervention

If your student is experiencing difficulty in a class, please contact the teacher as soon as you are aware of the concerns. All faculty / staff contact information can be found on the website. Ideally, through communication and collaboration between the student, parent, and teacher, your student will attain success. If, after conferencing with the teacher, your student is still struggling, please contact his/her/their counselor for assistance.



Child Find

We are dedicated to the belief that all students can learn and must be guaranteed equal opportunity to become contributing members of the academic environment and society. The School provides special education instruction and related services in accordance with the Individuals with Disabilities in Education Improvement Act (“IDEA”), Education Code requirements, and applicable policies and procedures of the Los Angeles Unified School District SELPA. These services are available for special education students enrolled at the School. We offer high quality educational programs and services for all our students in accordance with the assessed needs of each student. The School collaborates with parents, the student, teachers, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each student.

Special Education

Pursuant to the IDEA and relevant state law, the Charter School is responsible for identifying, locating, and evaluating children enrolled at the Charter School with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or foster youth. The Charter School shall not deny nor discourage any student from enrollment solely due to a disability.

Students who are eligible to receive supports and services under the IDEA are provided with Individualized Education Plans (“IEPs”). ECRCHS provides a continuum of placement options for students with disabilities in accordance with federal and state law.

All special education students are assigned a case carrier (a credentialed special education teacher) who monitors and assists each student's progress toward meeting IEP goals. General Education and Special Education teachers work collaboratively to meet student needs and to ensure that IEPs are implemented.

Resource Specialist Program (“RSP”): the Resource Specialist Program supports students who receive instruction primarily in general education classes utilizing an inclusion model.

Special Day Program (“SDP”): the Special Day Program provides instruction in core content areas by a credentialed Special Education teacher in a small class setting.

Students Receiving Instruction Through an Alternate Curriculum: students who are not on the diploma track and are working toward a Certificate of Completion (“COC”), as indicated on their IEP, receive instruction through an alternate curriculum and through modifications to the general education curriculum that are individualized based on their specific needs and their IEP goal areas.

Related services are provided as indicated on the IEP - including services for Speech and Language, Occupational Therapy, Physical Therapy, Counseling, itinerant teachers

for vision and/or hearing impairments, etc. ECRCHS also employs a Transition Teacher to support post-high school success for Special Education students.

If you believe your child may be eligible for special education services, please contact Emilie Larew, Assistant Principal of Student Support Services, at e.larew@ecrchs.net or (818) 595-8005. A copy of ECRCHS's special education policy is attached hereto as Appendix D.

Section 504 Plans

Section 504 of the Rehabilitation Act is a federal law that requires reasonable accommodations be provided to students with qualifying disabilities.

ECRCHS recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise subjected to discrimination under any program of ECRCHS.

Any student who has an objectively identified disability which physical or mental impairment that substantially limits one or more major life activities is eligible for accommodations under Section 504. A student may be considered to have a substantial limitation when unable to perform activities that a similar-age peer in the general population can perform. Major life activities include (but are not limited to): self-care, manual tasks, walking, hearing, seeing, speaking, breathing, and learning.

If you feel that your child may qualify for a Section 504 Plan, please contact their/his/her counselor or Ms. Larew, Assistant Principal of Student Support Services. A copy of the School's Section 504 Policies and Procedures is attached hereto as Appendix E.

College Board / ACT Accommodations

The College Board and American College Testing ("ACT") are organizations that conduct tests used for the admission process for 4-year colleges and universities. These tests are not required for admission to community colleges. Students with disabilities may apply for test accommodations through these organizations. ECRCHS can assist students and parents with submitting these forms; however, it the responsibility of the student and parent to complete and provide all required documentation for submission.

Information about the process for applying for accommodations for tests administered by the College Board (PSAT, SAT, and AP Exams) and about the documentation required is available on the College Board's website at www.collegeboard.org/ssd/student.

Information about the process for applying for accommodations and the documentation required for the ACT is available on ACT's website at www.actstudent.org under "Accommodations and Supports."

Requests for accommodations must be submitted to ECRCHS well in advance of the application due date. Additional information regarding the process is available by contacting the School's SSD Coordinator Ms. Guenther at b.guenther@ecrchs.net.

Mental Health Services

ECRCHS recognizes that, when unidentified and unaddressed, mental health challenges can lead to poor academic performance, increased likelihood of suspension and expulsion, chronic absenteeism, student attrition, homelessness, incarceration, and/or violence. Access to mental health services at the School and in our community is not only critical to improving the physical and emotional safety of students, but it also helps address barriers to learning and provides support so that all students can learn problem-solving skills and achieve in school and, ultimately, in life. The following resources are available to your child:

Supports on Campus:

- **School-based counseling services** – ECRCHS has seven School Counselors, two School Psychologists, and a Psychiatric Social Worker (“PSW”) who provide mental health supports for students.

Our School Counselors, School Psychologists, and Psychiatric Social Worker support students by providing individual sessions, group or parent consultations when a student is having a difficult time due to academic stress, transition due to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our School or by an outside provider listed below, are voluntary.

Your child is encouraged to directly contact their school counselor by coming into the counseling office during school hours and making an appointment. The counseling office can also be reached at (818) 595-7514. The School Psychologists and PSW can be reached through the Student Support Services Office at (818) 595-8005.

- **Special Education services and Section 504 Plans** – if you believe your child may have a disability, you are encouraged to directly contact Ms. Larew, Assistant Principal of Student Support Services, at (818) 595-8003 to request an evaluation.
- **Prescription medication while on campus** – if your child requires prescription medication during school, please contact the Health Office at (818) 595-7530 to arrange for the administration of the medication through the Health Office during school hours.
- **Other support services** – Students eligible for Medi-Cal may also apply to receive counseling support on campus provided through the Department of Mental Health. Referral information is available through your child's school counselor.

Outside Mental Health Resources:

- **Los Angeles County Department of Mental Health (“DMH”)** – This organization provides countywide services for families including mental health referrals, linkage resources, and crisis intervention. Emergency & Non-Emergency Helpline is available 24 hours at 1-800-854-7771. Additional information is available on their website at <http://dmh.lacounty.gov>.
- **National Alliance on Mental Illness (“NAMI”)** – This organization is the nation’s largest grassroots mental health organization dedicated to improving the lives of those affected by mental illness. Information about supports available in the community are available on their website at www.namika.org.
- **TEEN LINE** – This organization provides a teen-to-teen support hotline that provides support for teens by other trained teens from 6pm to 10pm nightly. Teens can call (800) TLC-TEEN (800-852-8336) or (310) 855-4673, text 839863, or download and use @TeenTalkApp to get support. Resources for parents are also available on their website at www.teenlineonline.org.
- **National Suicide Prevention Hotline** - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours at 1-800-273-8255.
- **The Trevor Project** - This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. Available at 1-866-488-7386 or visit <https://www.thetrevorproject.org/>.
- **Big Brothers/Big Sisters of America** – This organization is a community-based mentorship program. Community-specific program information can be found online at <https://www.bbbs.org> or by calling (813) 720-8778.

Suicide Prevention Policy

ECRCHS recognizes that suicide is a major cause of death among youth and takes this issue seriously. To attempt to reduce suicidal behavior and its impact on students and families, ECRCHS has developed prevention strategies and intervention procedures. ECRCHS’s Suicide Prevention Policy is attached as Appendix F.

Homeless Students

The McKinney-Vento Homeless Assistance Act for Homeless Children and Youth entitles all homeless school-aged children to the same free and appropriate public education that is provided to non-homeless students. ECRCHS’s Education for Homeless Children and Youth Policy is attached as Appendix G.

Foster and Mobile Youth

ECRCHS is committed to providing foster and other mobile youth with full access to ECRCHS's educational program in order to provide the tools necessary for their academic achievement. ECRCHS's Education for Foster and Mobile Youth Policy is attached as Appendix H.

Pregnant and Parenting Students

ECRCHS recognizes that pregnant and parenting students are entitled to accommodations that provide them with the opportunity to succeed academically while protecting their health and the health of their children. A pregnant or parenting student is entitled to eight (8) weeks of parental leave, or more if deemed medically necessary by the student's physician, which the student may take 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, 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. ECRCHS will ensure that absences from the student's regular school program are excused until the student is able to return to the regular school program.

Upon return to school after taking parental leave, a pregnant or parenting student will be able to make up work missed during the pregnant or parenting student's leave, including, but not limited to, makeup work plans and reenrollment in courses. Notwithstanding any other law, a pregnant or parenting student may remain enrolled for a fifth year of instruction in ECRCHS if it is necessary in order for the student to be able to complete any graduation requirements, unless ECRCHS determines that the student is reasonably able to complete the graduation requirements in time to graduate from high school by the end of the student's fourth year of high school.

Complaints of noncompliance with laws relating to pregnant or parenting students may be filed under the Uniform Complaint Procedures ("UCP") of ECRCHS. The complaint may be filed in writing with the compliance officer:

~~Daniel H. Chang~~Kurt Lowry
~~Chief Compliance Officer~~Director of Human Resources & Compliance
5440 Valley Circle Blvd.
Woodland Hills, CA 91367
(818) 595-750037

A copy of the UCP is available upon request at the main office. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the complaint procedures, please contact the Executive Director.

Teacher Qualification Information

As the Charter School receives Title I federal funds through the Elementary and Secondary Education Act (“ESEA”), as reauthorized and amended by the Every Student Succeeds Act (“ESSA”), all parents/guardians of students attending the Charter School may request information regarding the professional qualifications of classroom teachers and/or paraprofessionals, including at a minimum:

1. Whether the student’s teacher:
 - a. Has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
 - b. Is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
 - c. Is teaching in the field of discipline of the certification of the teacher; and
2. Whether the child is provided services by paraprofessionals and, if so, their qualifications.

Upon request, the Charter School will provide the information to the parents/guardians in a timely manner. Parents/guardians may contact the Executive Director at [INSERT PHONE/EMAIL] to obtain this information.

~~All parents or guardians may request information regarding the professional qualifications of classroom teachers and/or paraprofessionals.~~

TESTING

English Learners and the Language Proficiency Assessments for California

ECRCHS is committed to the success of its English Learners (“EL”) and support will be offered both within academic classes and in supplemental settings for students who need additional support for English language learning. ECRCHS will meet all applicable legal requirements for English Learners as they pertain to annual notification to parents, student identification, placement, program options, English Learners and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. ECRCHS will implement policies to assure proper placement, evaluation, and communication regarding English Learners and the rights of students and parents.

The English Language Proficiency Assessments for California (“ELPAC”) must be administered to new enrollees in ECRCHS with a home language other than English, unless they have been assessed at another California Public School. Students who have previously been identified as being ELs must also be administered the ELPAC annually to determine annual English language development progress until the EL student has been reclassified.

The ELPAC is administered to students who are already identified as ELs in the spring semester. For new enrollees who have a home language other than English, the ELPAC must be administered within 30 days of enrollment in a California public school.

The ELPAC is the required state test for English language proficiency (“ELP”) that must be given to students whose primary language is a language other than English. State and federal law require that local educational agencies administer a state test of ELP to eligible students in kindergarten (or year one of a two-year kindergarten program, sometimes referred to as "transitional kindergarten") through grade twelve. The ELPAC is aligned with the 2012 California English Language Development Standards, and is comprised of two separate ELP assessments:

- an initial identification of students as English learners
- an annual summative assessment to measure a student’s progress in learning English and to identify the student's ELP level.

To find more information about the ELPAC, please contact Dr. Bencivengo (818) 888-7050 or by email at w.bencivengo@ecrchs.net. Additional information is posted on the internet at <http://www.elpac.org>.

California Assessment of Student Performance and Progress (“CAASPP”) System

The ~~2020-21~~ annual CAASPP administration will include the Smarter Balanced Summative Assessments, the California Alternate Assessments (“CAAs”), and the California Science Tests (“CASTs”). The optional primary language test, the Standards-based Tests in Spanish (“STS”) for Reading/Language Arts (“RLA”), will be offered in the form of paper-pencil assessments.

The school shall annually administer all required state testing to the applicable grades (~~e.g., the CAASPP~~). Notwithstanding any other provision of law, a parent’s or guardian’s written request to school officials to excuse ~~their~~ his or her child from any or all parts of the state assessments shall be granted. Upon request, parents have a right to information on the level of achievement of their student on every State academic assessment administered to the student.

Physical Fitness Test

State law requires school districts to administer the Physical Fitness Test (“PFT”) annually to all students in grade nine. The state-designated PFT is the FITNESSGRAM®. The FITNESSGRAM® is a set of tests designed to evaluate health related fitness and to assist students in establishing lifetime habits of regular physical activity. Passing the test requires that students score in the “Healthy Fitness” zone in five out of the six fitness areas. Students must remain in PE until the PFT is passed. However, please note that passing the PFT is not a requirement for graduation.

The complete FITNESSGRAM® test battery measures student performance in the following areas:

- 1) Aerobic Capacity
- 2) Body Composition
- 3) Abdominal Strength and Endurance
- 4) Trunk Extensor Strength and Flexibility
- 5) Upper Body Strength and Endurance
- 6) Flexibility

Teachers and administrators are responsible for preparing students to do their best on the test by providing instruction and appropriate practice in the skills and abilities that are tested. It is recommended that schools should provide students appropriate practice as part of the regular physical education (“P.E.”) program throughout the year. Students are tested throughout the school year.

To find more information about the FITNESSGRAM®, please contact your child’s P.E. teacher. Additional information is posted on the internet at <http://www.cde.ca.gov/ta/tg/pf/> <https://www.cde.ca.gov/ta/tg/pf/>.

California State University Early Assessment Program (“CSU-EAP”)

The CSU-EAP test is embedded in the CAASPP 11th-grade English Language Arts/Literacy and mathematics. These tests are part of California’s public school testing and accountability system and are required of all grade 11 students. CAASPP exams cover both California high school standards as well as the CSU placement standards. Specified levels of these scores indicate meeting CSU standards.

Additional information can be found at: <http://www.cde.ca.gov/ci/gs/hs/eapindex.asp> and <https://www.calstate.edu/eap/>.

ALTERNATIVES TO USING PRESERVED AND LIVE ORGANISMS IN SCIENCE CLASSES

Students at the Charter School may perform animal dissections as part of the science curriculum. ~~School policy and~~ In accordance with Education Code Section 32255.1, ~~provides that students with a moral objection to participation in science laboratory instruction in which animals are used must be informed of the opportunity to be excused or provided with alternative activities. any Sstudents who provides their teacher with a written statement, signed by their parent/guardian, specifying the student’s moral objectionng to dissecting or otherwise harming or destroying participation in a science laboratory in which animals, or any parts thereof, may be excused from such activities if the teacher believes that will be used must have a note from their parents or guardians requesting an an adequate alternative education project assignment is possible. This alternative education project assignment~~ must require a comparable time and effort investment by the student. It shall not, as a means of penalizing the student, be more arduous than the original education project. The student shall not be discriminated

against based upon their moral objection to dissecting or otherwise harming or destroying animals, or any parts thereof.

INTERNATIONAL STUDENT ADMISSIONS

The Primary Designated School Official (“PDSO”) currently works with international students in grades 9-12 who wish to study at ECRCHS with an F-1 Student Visa issued by the State Department. This office is authorized to issue the I-20 documents required to obtain a student visa. For additional information regarding the process and admission eligibility of foreign students please send an email to exchange@ecrchs.net.

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ATHLETICS

GENERAL INFORMATION AND ELIGIBILITY

ECRCHS is a member of the Los Angeles City Section of the California Interscholastic Federation (“CIF”). The School fields teams in Baseball, Boys and Girls Basketball, Boys and Girls Cross Country, Football, Boys and Girls Golf, Boys and Girls Soccer, Softball, Boys and Girls Swimming and Diving, Boys and Girls Tennis, Boys and Girls Track and Field, Boys and Girls Volleyball, Boys and Girls Water Polo, Boys and Girls Lacrosse, and Wrestling. Contact information for coaches is available on the School website under the “Athletics” tab.

In order to compete on an interscholastic athletics team, the following requirements must be met:

Academic

- Minimum of a 2.0 GPA on the 10 and 20 week grading periods (CIF Rule). (ECRCHS has added a "Only 1 U in Citizenship/Cooperation Rule" for 5, 10, 15, and 20 week grading periods).
- Student Athletes must be enrolled in a minimum of 20 credits.
- Student Athletes must attend a minimum of 2 classes (not including the sports period) on the day of athletic contests.

Annual Medical/Health Physical

- All student athletes must have an *annual* physical completed by a medical physician (not nurse, chiropractor, etc.).
- All physical forms must be completed on ECRCHS approved forms. The coaches will have copies of them available. A copy is also available on the school website under the “Athletics” tab.
- The physical form must be completely filled out, and must be signed by the student, parent/guardian, and the medical physician.
- The physician’s office signature must be stamped on the form next to the doctor’s signature.
- All questions must be answered and doctors must stamp and sign the forms.
- Copies, faxes, or any duplicates will not be accepted.
- All students participating in tryouts must have a physical completed prior to actual tryouts per CIF rules and regulations.

Proof of Medical Insurance

- All student athletes must have valid medical insurance to participate.
- The student's name must be on the copy of the card, or a letter of eligibility from your insurance carrier if they do not provide cards for dependents.
- School insurance may also be purchased.

Athletic Paperwork

- Parent and Student Consent to Participate in Interscholastic Sports.
- Athletic Insurance Certificate (Proof of Medical Insurance must be attached).
- Acknowledgement of Risk and Informed Consent.
- Acknowledgement of Concussion & Head Injuries Information Sheet.
- Acknowledgement of Sudden Cardiac Arrest Information Sheet.
- Student Code of Conduct.
- Acknowledgement of Rules and Consequences for ECRCHS Athletics.
- Steroid Prohibition.
- Victory with Honor: Parent Code of Conduct.

CONCUSSION/HEAD INJURIES

A concussion is a brain injury that can be caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. Even though most concussions are mild, all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly. Because ECRCHS has elected to offer an athletic program, we must immediately remove from a school-sponsored athletic activity for the remainder of the day an athlete who is suspected of sustaining a concussion or head injury during that activity. The athlete may not return to that activity until the athlete is evaluated by, and receives written clearance from, a licensed health care provider. If the licensed health care provider determines the athlete has a concussion or head injury, the athlete shall also complete a graduated return-to-play protocol of no less than 7 days in duration under the supervision of a licensed health care provider. On a yearly basis, a concussion and head injury information sheet must be signed and returned by the athlete and the athlete's parent or guardian before the athlete initiates practice or competition. This requirement does not apply to an athlete engaging in an athletic activity during the regular school day or as part of a physical education course.

SUDDEN CARDIAC ARREST - PREVENTION AND AUTOMATED EXTERNAL DEFIBRILLATORS

ECRCHS is invested in the health of its athletes, especially their heart health. Sudden cardiac arrest ("SCA") is when the heart stops beating, suddenly and unexpectedly. Those wishing to participate in athletics at ECRCHS, must review the information sheet on sudden cardiac arrest via the [following link below](https://www.cdc.gov/dhdsp/docs/cardiac-arrest-infographic.pdf):
<https://www.cdc.gov/dhdsp/docs/cardiac-arrest-infographic.pdf>.

OPIOID INFORMATION SHEET

The Charter School annually provides each athlete with an Opioid Factsheet for Patients published by the Centers for Disease Control and Prevention. The athlete and, if the athlete is 17 years of age or younger, the athlete's parent or guardian shall sign a document acknowledging receipt of the Opioid Factsheet for Patients and return that

document to the Charter School before the athlete initiates practice or competition. The fact sheet is available at:
<https://www.cdc.gov/drugoverdose/pdf/AHA-Patient-Opioid-Factsheet-a.pdf>

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CAMPUS LIFE

ID CARDS

At the beginning of each school year, every student is provided with a photo identification card. Students are expected to carry this card at all times when on campus or when attending any school related activity on or off campus. Students must produce the card upon request of authorized school personnel. If the ID card is lost, a duplicate may be obtained in the Admissions Office at a cost of \$4.00. ID cards, along with appropriate passes, must be shown when leaving school at lunch or any other time before regular dismissal.

LOCKERS

Each student entering ECRCHS will be assigned a hall locker. These lockers will be kept throughout a student's stay at ECRCHS. Students should not give their locker combination to other students or share lockers. A student can use their/his/her locker to store books, notebooks, and personal articles, but the sSchool assumes no responsibility for any loss. Students should not leave money or valuables in the locker. Students experiencing locker issues should go to the Assistant Principals' Office for assistance. The School maintains the right to open lockers at any time and random locker searches may be conducted throughout the year. For more information, please reference the Campus Search and Seizure section of the Handbook and the Search and Seizure Policy available as Appendix I.

ACTIVITY CARDS

The Activity Card provides savings for the student and support for school activities. Activity card holders receive free admission to home football and basketball games (not including playoffs). Students also receive free admission to away football and basketball games when the school is playing a West Valley League opponent. In addition, the card provides a discount on the yearbook and several school activities.

LUNCH PASSES

Juniors and seniors with good attendance (no more than 10 unexcused absences; note that two tardies equal one unexcused absence) may be eligible for a lunch pass. Lunch passes allow students to leave campus during lunch. Parent/guardian permission is required and the passes may be taken away at any time. Applications and more information are available in the Deans/Admissions Office.

MEALS AND FOOD ON CAMPUS

Students with Lunch Passes:

Students with lunch passes must stay off campus until 3 minutes before the bell rings. Students may not bring any food back on campus. Students may bring a single

drink/beverage for ~~his/her~~their own consumption. Due to allergies and other health concerns, bringing food or drink back for other students is strictly prohibited.

Outside Food Deliveries Prohibited:

Outside food delivery (such as Uber Eats, GrubHub, Postmates, etc.) of any kind is prohibited during school hours.

Parent/Guardian Lunch Drop-Off:

Parents/guardians may bring a single meal only for their child(ren) to drop off with Security or at the Main Office. Students may take the lunch brought by a parent/guardian to the quad (or other designated area) to eat. Students are only allowed to pick up food during nutrition or lunch, not during a passing period. ECRCHS has the right, in its sole discretion, to inspect any bags or containers brought, as necessary.

Clubs/Student Organizations:

During Lunch: clubs and organizations **may not sell food at all** during school hours. Clubs and organizations may be allowed to bring food during lunchtime for meetings with the approval of both the sponsor and administration (either Ms. Clark or Mr. Bennett). The appropriate form must be completed and submitted to administration (either Ms. Clark or Mr. Bennett); the form can be found on the ecrchs.net website under “Activities – ECR Clubs.” Forms must be submitted at least one (1) week in advance. Upon approval, the club/organization will only be allowed to bring food once (1) per month. All food brought in must meet the School’s Health and Wellness Policy regulations (i.e., healthy foods only and no home-cooked foods), which is posted on the ECRCHS Web site. Items served must be discussed with sponsors & administrators.

After School: clubs and organizations may sell food on campus starting 30 minutes after school ends. Clubs and organizations seeking to sell food on campus must first obtain the approval of the sponsor and Student Council (Student Council will advise administration). If approved, all food sold must meet the School’s Health and Wellness Policy regulations (i.e., healthy foods only and no home-cooked foods). Items served should be discussed with sponsors & administrators.

FIELD TRIPS

Students may have the opportunity to participate in field trips, which are educational off-campus activities led by a teacher or other school staff. All students who are scheduled to attend an approved field trip will receive a “Parent’s or Guardian’s Permission for a Field Trip and Authorization for Medical Care” form. The completed and signed form must be submitted prior to the student attending the trip. The teacher will notify the student of the paperwork deadline.

In general, transportation for field trips is provided by school bus and all students must take the bus to and from the trip destination. In the event that transportation is not by bus, parents/guardians will receive additional paperwork to acknowledge and allow a different method of transportation. A copy of ECRCHS's complete Transportation Safety Policy is available as Appendix K.

STUDENT CLUBS

Joining a club is a great way to feel connected to the school, meet new friends, and gives students the opportunity to explore and share special interests with other students. There are currently approximately 90 clubs on campus covering a wide variety of topics. Go to the Student Section of the school website to see a current club list. Most clubs meet once per week during lunch in the sponsor's classroom.

STUDENT GOVERNMENT

ECRCHS has several organizations that give students a variety of leadership opportunities.

Student Council

Student Council is the main student government organization on campus. Chaired by the Student Body President, the group oversees all business concerning students, plans and produces all Student Body activities, and promotes school spirit. Membership is by election or appointment only.

Class Steering Committees

The Senior, Junior, Sophomore, and Freshman Steering Committees are chaired by the elected class presidents and are designed to represent and implement the ideas of class members. Steering committees meet periodically and all students are invited to attend and participate.

Student Senate

The Student Senate is composed of elected representatives from each 1st period class and meets monthly. Its main purpose is to provide input and two-way communication between Student Council and the Student Body.

EXTRACURRICULAR ACTIVITIES

ECRCHS offers a wide variety of extracurricular activities. Options include yearbook, drama, choir, instrumental music, journalism, film making, color guard, and reserve officers training corps ("ROTC"). Several of our clubs perform activities outside of school such as Relay for Life, Science Bowl, and Robotics.

PHYSICAL EDUCATION / P.E. CLOTHES

To fulfill the requirements for high school graduation, students must take two years (four semesters) of Physical Education (“P.E.”). In addition, they must pass 5 out of the 6 components of the California State Physical Fitness Test (as discussed above). Students are required to take PE in 9th grade and must pass 4 semesters of PE in total. If a student is unable to pass 5 out of the 6 components of the Physical Fitness Test, the student will be required to take a P.E. class each semester until they pass.

For safety reasons, students are required to change into appropriate clothing for their Physical Education class. Appropriate clothing includes the following:

- Shoes: Closed toe sneakers with laces or Velcro.
- Shirts: ECRCHS logo P.E. shirts or plain white t-shirts with no logos or design.
- Shorts: ECRCHS logo shorts or royal blue sports shorts.
- Cold weather gear: In the event of cold weather, the student may wear any ECRCHS logo sweatshirt or plain grey (no logos) sweatshirt OVER their P.E. shirt. In addition, they may also wear plain grey sweat bottoms OVER their shorts, or black leggings UNDER their shorts. The “sweats” may not be worn in lieu of the P.E. shirt and short uniform.

Students may purchase ECRCHS logo P.E. clothes from the Student Store or online at <http://store.ecrchs.net/>. P.E. clothing purchased is the property of the student to keep.

Upon request, ECRCHS will provide students a set of “used” ECRCHS logo P.E. shirt and shorts to wear during P.E. class. Students will be required to return the provided clothing at the end of the school year; failure to do so may result in a fine. If you would like a set of used ECRCHS logo P.E. shirt and shorts, please have the student ask [his/hert](mailto:l.chandler@ecrchs.net) P.E. teacher or contact the Department Chair Ms. Chandler at l.chandler@ecrchs.net.

STUDENT STORE

The Student Store is located near the covered eating area and is open Monday through Friday from 7:30 am to 4:00 pm. The Student Store provides a variety of items including:

- P.E. clothes (shorts, shirts, sweatshirts)
- Spirit Wear (shirts, hats, sweatshirts)
- Student Activity Cards
- Sales of tickets for athletic and school events
- Yearbook sales
- AP test sign ups

Purchases must be made with cash, cashiers' check, or credit card. Personal checks will not be accepted.

CAFETERIA

Food is available in the student cafeteria during nutrition and lunch through our food vendor, Chartwells. Parents can use Meal Time Online to make deposits into their student's cafeteria account or view the student's purchase history.

Students may not sell food (i.e., candy bar fundraisers) or drinks on campus. Students violating this rule may be referred to the Dean's Office and face consequences for violation of this rule, including, but not limited to, having their food items confiscated.

National School Lunch Program: Free and Reduced-Price Meals

ECRCHS also participates in the National School Lunch Program. ~~The~~ ECRCHS will provide each student who meets federal eligibility criteria for free and reduced-price meals with at least one free or reduced-price, nutritionally adequate meal per school day. Qualified families will also receive reduced testing rates for AP exams and are able to receive two fee waivers for the SAT, ACT, and SAT Subject tests.

Applications for free or reduced-price meals are included in the enrollment packets to all families and can also be obtained on the School website and in the main office. All families are encouraged to complete the application form in order to include as many eligible students as possible. Completed application forms can be returned to the main office. For assistance with the application process, please view the support materials on the school's website under "Families – Cafeteria." Please note that this application is different than the LAUSD application, and in order to receive free or reduced-price meals at ECRCHS, you must fill out our application. A copy of ECRCHS's complete Free and Reduced Price Meals Policy is available as Appendix J.

Notwithstanding the above, commencing with the 2022-23 school year, ECRCHS shall provide two (2) school meals free of charge during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced-price meal, with a maximum of one free meal for each meal service period. The meals provided under this paragraph shall be nutritionally adequate meals that qualify for federal reimbursement.

The Charter School also maintains a School Wellness Policy pursuant to state and federal requirements, which is available on the School's website.

PARKING

Students may park in the student lot or on the streets around the school where parking is legal. Students may not park in the faculty lot. Students are not to loiter, litter,

smoke, play radios, etc., in the parking lot or surrounding streets. Students are expected to follow safe driving practices at all times. ECRCHS assumes no liability for any damage done to or loss of vehicles parked on or near its campus; students and parents/guardians park at their own risk. Illegally parked cars may be towed at owner's expense. ECRCHS reserves the right to revoke parking privileges at any time at its sole discretion.

BICYCLES AND SKATEBOARDS

Students are welcome to ride bicycles and skateboards to school, but may not ride them on campus. Bicycles and skateboards must be stored in an appropriate rack during the day. There is an enclosed bicycle rack located near the lower "S" building. There is also a skateboard rack located in the quad, just past the main lobby. Students must supply their own locks. Skateboards do not fit in the lockers and students may not carry their skateboards around during the school day. ECRCHS assumes no liability for the loss of or damage to bicycle and skateboards stored on ECRCHS campus. ECRCHS reserves the right to deny use of bicycles and skateboards on its campus.

TRANSPORTATION SAFETY PLAN

ECRCHS may provide transportation to or from ECRCHS school activity via school bus. ECRCHS has therefore approved a Transportation Safety Plan, which contains procedures for ECRCHS personnel to follow to ensure the safe transportation of students. Students are informed that any violation of ECRCHS's policies and procedures, including violation of safety procedures on a school bus or school activity bus, could result in discipline pursuant to the ECRCHS discipline policy. A copy of this Plan is available as [Appendix K](#) and will be made available upon request to an officer of the Department of the California Highway Patrol.

[ECRCHS may provide coverage of fare for students using the public Metro system to and from school. Students participating in the program shall be monitored through an online clearinghouse system to ensure there is no abuse of the program. Please contact the ECRCHS Counseling Office for information regarding the registration process.](#)

STUDENT CONDUCT

BULLYING AND HAZING

ECRCHS prohibits any acts of unlawful discrimination, sexual harassment, harassment, intimidation, and bullying of any kind 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. ECRCH's complete Title IX, Harassment, Intimidation, Discrimination and Bullying Policy is available as [Appendix L](#).

SUSPENSION AND EXPULSION

~~Education Code Section 48925 (d) defines suspension as "removal of a pupil from ongoing instruction for adjustment purposes." A student may be suspended for no more than five (5) consecutive school days. Education Code Section 48925 (b) defines expulsion as "removal of a pupil from (1) the immediate supervision and control, or (2) the general supervision, of school personnel...."~~

ECRCHS's suspension and expulsion policies are set forth in [Appendix M](#). The suspension and expulsion policies may also be found on ECRCHS' Charter Renewal Petition, which is available on the school website under "ECR Board – Charter Documents."

CELL PHONES

Cell phones, smartphones, and other personal electronics are permitted to be brought to school. However, students are not permitted to use personal electronics inside of classrooms or during class time. Personal electronics may only be used:

- Before school starts, after end of the school day, or during nutrition and lunch
- In the case of an emergency, or in response to a perceived threat of danger.
- When a teacher or administrator of the Charter School grants permission to a student to possess or use a private device, subject to any reasonable limitation imposed by that teacher or administrator.
- When a licensed physician and surgeon determines that the possession or use of a private device is necessary for the health or well-being of the student.
- When the possession or use of a private device is required in a student's individualized education program ("IEP").

Headphones, earphones, ear buds, and other listening devices/accessories may also not be used inside of classrooms or during class time.

Students violating this policy may have their personal electronics confiscated by School staff. The first time a phone is confiscated, it will be returned to the student after school at the Deans' Office. The second time a phone is confiscated, the student must serve lunch detention. If a phone is confiscated a third time, a parent must pick up the phone.

Phones brought to school will be at the owner's risk. The school will not be responsible for theft, loss or damage to any personal electronics brought onto to campus or at Charter School sponsored activities.

CHEATING/PLAGIARISM

Any student found cheating/plagiarizing may be penalized by the loss of the test or assignment value. In addition, a student may receive a unsatisfactory ("U") mark in cooperation and/or work habits. A parent or guardian will be notified of the incident and penalty by the teacher. The contact will be documented. Further, cheating/plagiarizing may jeopardize college recommendation letters. Please note that Alternative Education and Independent Study may have different standards and guidelines; please refer to written guidelines for these programs.

DRESS CODE

Dress Code Philosophy:

The purpose of the ECRCHS dress code is to ensure that student attire does not interfere with the health or safety of any student, that student attire does not contribute to a hostile or intimidating atmosphere for any student, and that dress code enforcement does not reinforce or increase stereotypes, marginalization or oppression of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income, or body type/size. All students are expected to dress in a professional and appropriate manner consistent with the academic environment. All students shall be required to show proper attention to personal cleanliness. The following rules and guidelines are designed to help students thoroughly understand the expectations put upon them as they prepare for college, careers, and professional life after high school as well as to nurture school pride and a focus on academics.

Our values are:

- All students should be able to dress comfortably for school and engage in the educational environment without fear of or actual unnecessary discipline or body shaming.
- All students should understand that they are responsible for managing their own personal image without regulating individual students' clothing/self-expression.
- Student dress code enforcement should not result in unnecessary barriers to school attendance.
- School staff should be trained and able to use student body-positive language to explain the code and to address code violations.
- Teachers should focus on teaching without the additional and often uncomfortable burden of dress code enforcement.
- Reasons for conflict and inconsistent and/or inequitable discipline should be minimized whenever possible.

Our student dress code is designed to accomplish several goals:

- Maintain a safe learning environment in classes where protective or supportive clothing is needed, such as science/shop (eye or body protection), dance (bare feet, tights/leotards), or PE (athletic attire/shoes).
- Allow students to wear clothing of their choice that is comfortable, within the dress code.
- Allow students to wear clothing that expresses their self-identified gender, within the dress code.
- Allow students to wear religious attire without fear of discipline or discrimination.
- Prevent students from wearing clothing or accessories with offensive images or language, including profanity, hate speech, and pornography.
- Prevent students from wearing clothing or accessories that denote, suggest, display or reference violence and weapons, alcohol, drugs or related paraphernalia or other illegal conduct or activities.
- Prevent students from wearing clothing or accessories that will interfere with the operation of the school, disrupt the educational process, invade the rights of others, or create a reasonably foreseeable risk of such interference or invasion of rights.
- Prevent students from wearing clothing or accessories that reasonably can be construed as being or including content that is racist, lewd, vulgar or obscene, or that reasonably can be construed as containing fighting words, speech that incites others to imminent lawless action, defamatory speech, or threats to others.
- Ensure that all students are treated equitably regardless of race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income or body type/size.

Dress Code

OPAQUE FABRIC: solid, not sheer or transparent, cannot be see-through.

1. Students must wear a shirt with straps or sleeves with opaque fabric covering the student's front, back, sides under the arms and midriff/stomach.
 - 1.a) Strapless tops/dresses may not be worn at school, even if an undergarment is underneath the top. Tank tops are allowed.
 - 1.b) Hoodie sweatshirts are allowed but the student's full face must be visible at all times.
 - 1.c) All tops must be worn such that private parts, belly buttons, midriffs, and back areas are covered with opaque material.
 - 1.d) Tops may not reveal visible undergarment, though waistbands or straps on undergarments worn under clothes are allowed to be seen.
 - 1.e) Tops intended as an undergarment (such as bralette, sport bras and the like) must be covered by an opaque top.
 - 1.f) Swimwear, leotards or unitards may not be worn to school except as required for athletic practice or performance.

- 1.g) Pajamas/sleepwear may not be worn except for a spirit day theme. Students may not wear a robe or a blanket while at school except for a spirit day theme.
2. Students must wear pants or the equivalent (i.e. jeans, shorts, skirts, dresses, sweatpants, yoga pants or leggings) of a reasonable length to ensure buttocks and private parts are fully covered.
 - 2.a) Ripped jeans must not allow undergarments or private parts, including any part of the butt, to be visible at any time.
 - 2.b) Pants, or the equivalent, may not reveal/expose undergarments or private parts.
3. Students must wear shoes.
 - 3.a) House shoes or slippers may not be worn to school, except as part of a spirit day theme.
4. Headwear may be worn at school. This includes religious coverings.
 - 4.a) Hats must face straight forward or straight backwards.
 - 4.b) Headwear may not cover a student's face or ears, except as permitted for religious purposes.
 - 4.c) Headwear must not interfere with the line of sight of the student or staff.
5. Body parts that are supposed to be covered by tops or bottoms must not be exposed by movements of the body (bending over, sitting, raising of arms, walking up/down stairs, etc.).
6. No clothing may be worn that includes images or language that creates a hostile or intimidating environment based on any protected class or groups, including hate speech, profanity and/or pornography.
7. No clothing may be worn that includes images or language that depicts violence, drugs, alcohol, weapons of any kind, any illegal item or activity and/or nude/exposed bodies.
8. No clothing or jewelry may be worn or displayed that incorporates symbols or colors that can reasonably be interpreted as gang-affiliated.
9. Accessories that could be considered dangerous or could be used as a weapon may not be worn at school. This includes chains, intended for a wallet, longer than 6 inches.

Students wearing clothing that violates this Dress Code may be asked to put on suitable alternative clothing. If the student does not have suitable alternative clothing, the school may, at its discretion:

- Provide the student with suitable clothing to wear the rest of the school day; or
- Have the student obtain suitable clothing from home.

Continued violation of the Dress Code policy may result in disciplinary action, up to and including loss of lunch pass privileges, loss of student parking privileges, loss of extracurricular activities, and/or detention.

STUDENT CAMPUS SEARCHES AND SEIZURES POLICY

The Charter School recognizes and has determined that the occurrence of incidents which may include the possession of firearms, weapons, alcohol, controlled substances, or other items of contraband prohibited by law or Charter School rules and regulations, jeopardizes the health, safety and welfare of students and Charter School employees.

The 4th Amendment of the United States California Constitution requires that all students and staff of public schools have the inalienable right to attend campuses which are safe, secure, and peaceful protects individuals from unlawful searches. As such, Charter School has adopted a Policy outlining the reasonable search of students and their property, student use areas, and/or student lockers and the seizure of illegal, unsafe, unauthorized or contraband items and materials through a search based upon reasonable suspicion. However, the law allows school officials to conduct searches of students under certain limited circumstances.

Student lockers, including P.E. lockers, are school property and remain at all times under the control of the Charter School. Students shall assume full responsibility for the security of their lockers. Student lockers may not be used to store illegal, unauthorized, or contraband materials. The acceptance and use of locker facilities on school campus by any student shall constitute consent by the student to the search of such locker facilities by authorized school personnel and/or law enforcement. Inspections of lockers may be conducted by school personnel and/or law enforcement though the use of trained dogs as described above.

A student's personal cell phone, smartphone, or other personal electronic device shall not be searched by school officials without a warrant, the student's consent, or a legitimate emergency, unless the device is lost or abandoned. An emergency is any *situation involving danger of death or serious physical injury to any person, that requires access to the information located or reasonably believed to be located on the electronic device.* If the Charter School has a good faith belief that the device is lost, stolen, or abandoned, the Charter School may only access electronic device information in order to attempt to identify, verify, or contact the owner of the device.

The Charter School is not prohibited from seizing/confiscating a student's personal electronic device, without searching its contents, if the student's use or possession of the private electronic device is in violation of Charter School rules or regulations. ECRCHS maintains a Student Search and Seizure Policy included as Appendix I of this Handbook.

STUDENTS' PERSONAL PROPERTY

Personal items of value (cell phones, electronic games, laptops, tablets, etc.) should not be brought to school since loss, theft, or damage is possible. Also, such items can be distracting to the educational process and may be confiscated by school personnel. The School is not responsible for lost or stolen items (including those in lockers).

PROM ATTENDANCE POLICY

ECRCHS has adopted an attendance policy to help improve attendance and student achievement. Students who exceed the maximum number of allowable absences will be denied the privilege of participation in the Senior Prom. More details can be found in within the complete ECRCHS Prom Attendance Policy located in [Appendix N](#).

ALCOHOL, TOBACCO, DRUGS

ECRCHS does not tolerate the use, possession, or sale of drugs, alcohol, or tobacco (including e-cigarettes and all other nicotine-related products such as vape pens) by students on campus or at school-sponsored activities. Students violating this policy will face disciplinary action, up to and including suspension or expulsion. Further action may include notification of the police, police citation, and/or arrest.

HEALTH

HEALTH INFORMATION

A student returning to school following a serious or prolonged illness, injury, surgery, or other hospitalization (including psychiatric and drug or alcohol inpatient treatment), must have written permission by a licensed California health care provider to attend school, including any recommendations regarding physical activity.

A student returning to school with sutures (stitches, staples), ace bandage (elastic bandage) casts, splints, crutches, cane, walker, or a wheelchair, must have a licensed California health care provider's written permission to attend school that includes any recommendations and/or restrictions related to physical activity, mobility and safety.

A parent's written request for an excuse from a P.E. class will be accepted for up to 3 days; thereafter, a written request is needed from the student's health care provider.

If a student is enrolled in P.E. and a medical situation occurs that prevents the student from participating in all activity for a specified period of time, the student will continue to be eligible for physical education credit, provided that the injury/illness is for five weeks or less (25 school days or less). The student will continue to attend class as scheduled. The student will not be penalized for missing activities, provided the student dresses and completes reasonable alternate assignments and attends make-up sessions, as arranged by the physical education teacher.

If a student is enrolled in P.E. and a medical situation occurs that prevents active participation for more than five weeks (more than 25 school days), the student will not be eligible for physical education credit, provided that the injury/illness is for five weeks or more. The absences do not need to be consecutive days and the student must have a doctor's note. The student may be eligible for elective credit only and must retake the class during a following semester. The school staff may consider an alternate placement for the student, such as a student aide in the physical education class, while the student is inactive.

Students are allowed to wear protective gear (hats, sun visors and/or sunglasses) while outdoors at recess, gym, etc. Schools may regulate the type of sun protective clothing/headgear in accordance with Education Code Section 35183.5. Schools are not required to provide protective materials. Students are also allowed to use sunscreen (over the counter) as an allowable sun protection measure for their outdoor activities while at school.

Communicable Disease Prevention

Temporary exclusion of a student from school generally occurs for communicable diseases, including, but not limited to, the following conditions: conjunctivitis ("pink eye"); skin infections (impetigo), strep throat, chickenpox, scabies, head lice, and

pertussis (“whooping cough”). Exclusion may occur immediately or at the end of the school day, depending on the disease, its communicability and district, county and state policy. Readmission to School is based on condition and appropriate treatment.

Any student excluded from school with flu-like symptoms and/or a fever of 100 degrees or greater must be free from symptoms and fever for at least 24 hours, without the use of fever-reducing medication before returning to school.

An effort will be made to notify parents/guardians about school exposure to chickenpox, head lice, or other communicable disease that pose a risk to students. The parent/guardian of a student for whom chickenpox presents a particular hazard should contact the school nurse. Students at risk include those with conditions affecting the immune system and those receiving certain drugs for the treatment of cancers or organ transplants. Information on the treatment and prevention of head lice is available from the school nurse or school health personnel.

Immunizations

California law requires that an immunization record be presented to ECRCHS staff before a student can be unconditionally enrolled in school. ECRCHS’s complete Immunization Policy is available as Appendix O.

Availability of Health Insurance

Children—regardless of immigration status (foster youth, pregnant women, and legally present individuals, including those with deferred action for childhood arrivals [“DACA”] status) may be eligible for no- or low-cost Medi-Cal insurance. Medi-Cal covers immunizations, checkups, specialists, vision and dental services, and more for children and youth at no- or low-cost. Medi-Cal enrollment is available year-round.

Covered California is where legal residents of California can compare quality health plans and choose the one that works best for them. Based on income and family size, many Californians may qualify for financial assistance. Enroll during Open Enrollment or any time you experience a life-changing event, like losing your job or having a baby. You have sixty (60) days from the event to complete enrollment. Information regarding the availability of insurance is provided with enrollment forms and available at: http://hbex.coveredca.com/toolkit/PDFs/ALL_IN_Flyer_EnrollGetCareRenew_CC.pdf

ECRCHS shall not discriminate against a student who does not have health care coverage or use any information relating to a student’s health care coverage or interest in learning about health care coverage in any manner that would bring harm to the student or the student’s family.

Physical Examinations and Right to Refuse

All students ~~must complete~~ ~~are to have completed~~ a health screening examination on or

before the 90th day after the student's entrance into first grade or such students must have obtained a waiver pursuant to Health and Safety Code Sections 124040 and 124085. This examination can be obtained from your family physician or possibly through the services provided by your County Health Department. Information and forms are distributed to students enrolled in kindergarten. If your child's medical status changes, please provide the teacher with a physician's written verification of the medical issue, especially if it impacts in any way your child's ability to perform schoolwork.

A parent/guardian having control or charge of any child enrolled in the Charter School may file annually with the Executive Director ~~of the school in which the child is enrolled~~ a written and signed statement stating that the parent/guardian will not consent to a physical examination of the child. Thereupon the child shall be exempt from any physical examination, but whenever there is a good reason to believe that the child is suffering from a recognized contagious or infectious disease, the child shall be sent home and shall not be permitted to return until the school authorities are satisfied that any contagious or infectious disease does not exist.

Medication Administration/Assistance

Students who are required to take prescription or over-the-counter medication during the regular school day may be assisted by designated school personnel upon receipt of required documentation and in accordance with ECRCHS's Administration of Medication Policy, available as Appendix P.

SEX EDUCATION COURSES

ECRCHS has adopted a Comprehensive Sexual Health Education Policy to meet the Legislative intent of the California Healthy Youth Act ("CHYA") as follows: (1) to provide students with the knowledge and skills necessary to protect their sexual and reproductive health from human immunodeficiency virus ("HIV") and other sexually transmitted infections and from unintended pregnancy;(2) to provide students with the knowledge and skills they need to develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family; (3) to promote understanding of sexuality as a normal part of human development; (4) to ensure students receive integrated, comprehensive, accurate, and unbiased sexual health and HIV prevention instruction and provide educators with clear tools and guidance to accomplish that end; and (5) to provide students with the knowledge and skills necessary to have healthy, positive, and safe relationships and behaviors.

The Charter School offers comprehensive sexual health education to its students. A parent or guardian of a student has the right to excuse their child from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent ("opt-out") process. The Charter School does not require active parental consent ("opt-in") for comprehensive sexual health education and HIV prevention education. Parents and guardians may:

- Inspect written and audiovisual educational materials used in comprehensive sexual health education and HIV prevention education.
- Excuse their child from participation in comprehensive sexual health education and HIV prevention education in writing to the Charter School.
- Be informed whether the comprehensive sexual health or HIV/AIDS prevention education will be taught by Charter School personnel or outside consultants. When the Charter School chooses to use outside consultants or to hold an assembly with guest speakers to teach comprehensive sexual health or HIV/AIDS prevention education, be informed of:
 - The date of the instruction
 - The name of the organization or affiliation of each guest speaker
- Request a copy of Education Code Sections 51930 through 51939.

Anonymous, voluntary, and confidential research and evaluation tools to measure student's health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions about the student's attitudes concerning or practices relating to sex) may be administered to students. A parent or guardian has the right to excuse their child from the test, questionnaire, or survey through a passive consent ("opt-out") process. Parents or guardians shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to the Charter School.

A student may not attend any class in comprehensive sexual health education or HIV prevention education, or participate in any anonymous, voluntary, and confidential test, questionnaire, or survey on student health behaviors and risks, if the Charter School has received a written request from the student's parent or guardian excusing the student from participation. An alternative educational activity shall be made available to students whose parents or guardians have requested that they not receive the instruction or participate in the test, questionnaire, or survey. This complete Comprehensive Sexual Health Education Policy is available as [Appendix Q](#).

Human Trafficking Prevention

California has the highest number of incidents of human trafficking in the U.S., and all students may be vulnerable. ECRCHS believes it is a priority to inform our students about (1) 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 medial and mobile device applications are used for human trafficking.

In accordance with the California Healthy Youth Act, ECRCHS will provide age-appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment. You have the right to excuse your child from all or part of the instruction on the prevention of human trafficking. An opt-out form is available upon request at the main office. Your consent for this instruction is NOT required. If we do not

receive a written 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 on ECRCHS's website for your review.

DRAFT

SAFETY

EMERGENCY PREPAREDNESS

The school conducts the following drills throughout the school year.

- Fire Drill: Conducted once per semester. Students are evacuated to the stadium.
- Drop, Cover and Hold Drill: Conducted once per month in classrooms.
- Earthquake Drill: Conducted once per year as part of the Great California Shake-Out. Students are evacuated to the stadium.
- Shelter in Place/Lockdown Drill: Conducted once per year in the Spring semester.

In addition to conducting regular drills, the School stocks emergency supplies to sustain students and staff. These supplies include water, food, first aid supplies, search and rescue supplies, and sanitation items.

EMERGENCY PROCEDURES

All classrooms have an Emergency Packet mounted near the door. The packet contains the classroom evacuation route, emergency assembly area diagram, class rosters, and attendance forms. If the situation requires it (e.g., earthquake, fire), students and staff will evacuate to the stadium with their class. If the emergency occurs when students are not in class (nutrition, lunch), students will go to the stadium and meet up with their second period teacher.

Once classes have made it to the stadium, teachers take and submit attendance and await further instructions. Students are to remain with their teacher.

Request Gate

If it becomes necessary for a parent/guardian to pick up their child, they should proceed to the request gate located on Valley Circle Blvd. near the PE blacktop. The school will only release students to people who are listed on the current emergency card.

Reunion Gate

After finishing the Request Gate process, parents/guardians proceed down Valley Circle Blvd. and turn right on Burbank Blvd. The Reunion Gate is located by the tennis courts. Your child will be reunited with you at this gate.

Shelter in Place

Certain situations (campus lockdown, neighborhood chemical spill) require students and staff to remain in the classroom until conditions are safe. Each classroom is equipped

with a “lockdown kit.”

Communication During Emergencies

Information will be sent out through the school’s automated phone system and through the website.

GUN FREE AND WEAPONS FREE SAFE SCHOOLS

The Federal Gun Free Safe Schools Act and California law prohibit the possession of firearms on school campuses. Pursuant to these laws, any student found in possession of a firearm will be subject to arrest and will be recommended for expulsion immediately. Moreover, any student found in possession of any weapon, including, but not limited to, knives, pepper spray or other personal protection devices, may also be subject to arrest and may be recommended for expulsion.

COMPREHENSIVE SCHOOL SAFETY PLAN

ECRCHS’s Comprehensive School Safety Plan addresses emergency preparedness, procedures, and prevention. A copy of the Comprehensive School Safety Plan is available on the School’s website at https://ecrchs.net/apps/pages/index.jsp?uREC_ID=438470&type=d, or in the Assistant Principal’s office.

SERVICE ANIMALS

ECRCHS welcomes service animals, as defined under the Americans with Disabilities Act, 28 C.F.R. Sections 35.104, 36.104. Please provide written notice in advance if a service animal will be brought on campus. Please note that this does not apply to emotional support animals, which are not allowed on campus.

INTEGRATED PEST MANAGEMENT PROGRAM

ECRCHS contracts with LAUSD for all of its pest management needs. The following information is from the LAUSD Parent-Student Handbook.

“In March 1999, the Board of Education approved a revised Integrated Pest Management (IPM) Policy with a goal of eventually phasing out the use of pesticides and herbicides, as technology permits. It is the goal of the District to provide for the safest and lowest-risk approach to manage pest problems, while protecting people, the environment, and property. The IPM Policy detailed below focuses on long-term prevention and will give non-chemical methods first consideration when selecting appropriate pest management techniques. Emphasis under the program is placed on the use of mechanical (e.g., glue traps) and exclusionary (e.g., installation of door sweeps and screens, caulking holes and crevices) pest management techniques prior to using pesticides or herbicides, where possible.

A 15-member Pest Management Team, which includes a public health official, a medical practitioner, two parents, and other members of the public, as well as District staff, is charged with implementation of the policy, including the approval of low-risk pesticides and herbicides.

Pesticide/herbicide products used must be first approved by the IPM team following a careful review of contents, precautions, and low-risk methods of use. Pesticides and herbicides may only be applied by the District’s licensed Pest Management Technicians. No pesticide/ herbicide use by school-based staff, contractors, students, or parents is permitted.

The District will notify parents, employees, and students of all pesticide applications by providing a summary of the IPM program and goals, the IPM Policy, Request for Notification Form, and the current IPM Team-approved list of products included in this handbook.

The following information is also available in the Main Office of the school:

- The IPM Team-approved products list.
- A log of IPM activity at the school.
- Request for Notification Form for parents or guardians to sign if they desire 72-hour notification of pesticide use (except for emergencies as determined by the IPM Coordinator and an independent IPM expert).

The notification will include specific information, including product names and active ingredients, target pest, date of pesticide use, signal word indicating the toxicity category of the pesticide, a contact name and number for more information, and the availability of further information at the school’s main office. Parents or guardians should notify the school’s Executive Director on the Request for Notification Form if they believe their child’s health and/or behavior could be influenced by exposure to pesticide products, and they desire to be notified of all pesticide applications.

Signs shall be conspicuously posted around any area at least 72 hours before and for a designated amount of time after the use of pesticides not on the IPM Team-approved list in a non-emergency situation. The amount of time the warning sign is posted is determined by type of chemical used and its persistence. In the event of an emergency as determined above, posting will go up at the time of the application. For more information regarding the IPM Program and policy, parents or guardians may contact the District’s Maintenance & Operations Branch Office at (213) 241-0352. Information is also available under the “Links” section online at www.laschools.org. Any parent or guardian interested in serving on the IPM Team when a parent representative position is vacated may also contact this telephone number to register their interest.

POLICY STATEMENT: It is the policy of the Los Angeles Unified School District (District) to practice Integrated Pest Management (IPM). All aspects of this program will be in accordance with federal and state laws and regulations, and county ordinances.

All District policies must conform to this IPM policy. Pesticides pose risks to human health and the environment, with special risks to children. It is recognized that pesticides cause adverse health effects in humans such as cancer, neurological disruption, birth defects, genetic alteration, reproductive harm, immune system dysfunction, endocrine disruption, and acute poisoning. Pests will be controlled to protect the health and safety of students and staff, maintain a productive learning environment, and maintain the integrity of school buildings and grounds. Pesticides will not be used to control pests for aesthetic reasons alone. The safety and health of students, staff and the environment will be paramount. Further, it is the goal of the District to provide for the safest and lowest risk approach to control pest problems while protecting people, the environment and property. The District's IPM Policy incorporates focusing on long-term prevention while giving non-chemical methods first consideration when selecting appropriate pest control techniques. The District will strive to ultimately eliminate the use of all chemical controls.

The precautionary principle is the long-term objective of the District. The principle recognizes that no pesticide product is free from risk or threat to human health, and industrial producers should be required to prove that their pesticide products demonstrate an absence of the risks enumerated above rather than requiring that the government or the public prove that human health is being harmed. The policy realizes that full implementation of the precautionary principle is not possible at this time and may not be for decades. But the District commits itself to full implementation as soon as verifiable scientific data enabling this becomes available."

A list of approved pesticides is included within this Handbook within [Appendix R](#).

ASBESTOS MANAGEMENT PLAN

ECRCHS utilizes LAUSD staff to comply with the Asbestos Management Plan. The Asbestos Management Plan "AHERA Report" identifies where asbestos containing building materials are located at the school and the conditions of those areas. Schools are required to notify staff, parents and legal guardians prior to start of asbestos abatement work. The AHERA report is updated every six months and is available for review upon request.

PARENTS

PARENTAL RIGHTS

Education Code Section 51101 provides that parents/guardians of pupils enrolled in public schools have the right and should have the opportunity to work together in a mutually supportive and respectful partnership with schools to help their children succeed, to be informed in advance about school rules, and to be informed of the procedures for visiting the schools and observing the classroom.

To ensure that we are respecting the rights of the parents/guardians, in the event that there is a change in educational decision-making rights by court order, parents/guardians must provide a copy of the court order to the School in a prompt manner.

PARENTS' RIGHT TO KNOW

Every Student Succeeds Act ("ESSA") is the successor to the *No Child Left Behind Act* ("NCLB"). ESSA includes provisions that will help to ensure success for students and schools. Among other things, ESSA:

- Advances equity by upholding critical protections for America's disadvantaged and high-need students.
- Requires—for the first time—that all students in America be taught to high academic standards that will prepare them to succeed in college and careers.
- Ensures that vital information is provided to educators, families, students, and communities through annual statewide assessments that measure students' progress toward those high standards.
- Helps to support and grow local innovations—including evidence-based and place-based interventions developed by local leaders and educators—consistent with our Investing in Innovation and Promise Neighborhoods
- Sustains and expands this administration's historic investments in increasing access to high-quality preschool.
- Maintains an expectation that there will be accountability and action to effect positive change in our lowest-performing schools, where groups of students are not making progress, and where graduation rates are low over extended periods of time.

PARENTAL INVOLVEMENT

ECRCHS has many opportunities for parent involvement. Parents are welcome to join our two main parent groups, The Friends of ECRCHS/Parent-Teacher Organization (“PTO”). Activities include hosting test taking workshops, helping underprivileged students, and sponsoring several scholarships at Senior Awards Night. Friends of ECRCHS/PTO meets monthly and is the main fundraising entity for the school. In the past, the money raised has helped pay for additional nursing hours, to supplement classroom materials, to fund tutoring programs, and many other items. Parents can also participate in our school committees including the School Site Council, English Learner Advisory Committee, Reaffirming our Investment in Supporting Excellence (“RISE”) for Black Student Success, and School Safety Committee. Our parents also individually donate their time and money to support the myriad activities offered at the school such as band, drama, robotics, athletics, journalism, and academic decathlon.

The Charter School aims to provide all students in our school significant opportunity to receive a fair, equitable, and high-quality education, and to close educational achievement gaps while abiding by guidelines within the Elementary and Secondary Education Act (“ESEA”). The Charter School staff recognizes a partnership with families is essential to meet this goal. Our Parental Involvement Policy leverages and promotes active involvement of all families as partners with schools to ensure student success.

Please refer to [Appendix S](#) to see our complete Parental Involvement Policy.

NONDISCRIMINATION STATEMENT

ECRCHS is committed to providing a work and educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); the Age Discrimination in Employment Act of 1967; The Age Discrimination Act of 1975; the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”); and Section 504 and Title II of the Americans with Disabilities Act (“ADA”) (mental or physical disability).

The School prohibits unlawful discrimination, harassment, intimidation and bullying based on actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, pregnancy or any other characteristic that is contained in the definition of hate crimes in the California Penal Code.

For the purposes of this policy, discrimination is different treatment on the basis of a protected category (listed above) in the context of an educational program or activity without a legitimate nondiscriminatory reason and interferes with or limits the individual’s ability to participate in or benefit from the services, activities, or privileges provided by the School.

ECRCHS adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the ADA, and the IDEA.

ECRCHS does not discourage students from enrolling or seeking to enroll in ECRCHS for any reason, including, but not limited to, academic performance, disability, neglect or delinquency, English proficiency, for being homeless or a foster/mobile youth, economic disadvantage, nationality, race, ethnicity, or sexual orientation. ECRCHS shall not encourage a student currently attending ECRCHS to disenroll or transfer to another school based on any of the aforementioned reasons except in cases of expulsion and suspension or involuntary removal in accordance with ECRCHS's charter and relevant policies.

ECRCHS does not request nor require student records prior to a student's enrollment.

ECRCHS shall provide a copy of the California Department of Education Complaint Notice and Form to any parent, guardian, or student over the age of 18 at the following times: (1) when a parent, guardian, or student over of the age of 18 inquires about enrollment; (2) before conducting an enrollment lottery; and (3) before disenrollment of a student.

ECRCHS also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation. ECRCHS does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor or other person with which ECRCHS does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender. ECRCHS will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the ECRCHS Uniform Complaint Procedures ("UCP") Compliance Officer:

[Daniel H. Chang Kurt Lowry](#)
[Chief Compliance Officer Director of Human Resources & Compliance](#)
5440 Valley Circle Blvd.
Woodland Hills, CA 91367
(818) 595-750037

The lack of English language skills will not be a barrier to admission or participation in Charter School's programs or activities. Charter School prohibits retaliation against

anyone who files a complaint or who participates or refuses to participate in a complaint investigation.

SEXUAL HARASSMENT AND DISCRIMINATION

ECRCHS is committed to providing a working and learning environment free from sexual harassment. Sexual harassment, of or by employees or students, is a form of sex discrimination in that it constitutes differential treatment on the basis of actual or perceived sex, sexual orientation, gender, gender identity or gender expression. For that reason, it is a violation of state and federal laws.

Federal law, Title IX, State law, District policy, and School policy prohibit anyone from discriminating against any student on the basis of actual or perceived sex, sexual orientation, and gender (including gender identity, gender expression, marital status, pregnancy, childbirth, or related medical condition). Male and female students have the right to equal learning opportunities in their schools and must be treated the same in all activities and programs, including:

- Athletics
- The classes they can take
- The way they are treated in the classroom
- The kind of counseling they are given
- The extracurricular activities in which they can participate
- The honors, special awards, scholarships and graduation activities in which they can participate

Students who feel that their rights are being violated have the right to take action and should not be afraid of trying to correct a situation by speaking to a the Title IX Coordinator [s\) Dean Bennett \(d.bennett@ecrchs.net; \(818\) 595-7506\)](mailto:d.bennett@ecrchs.net) or [Emilie Larew \(e.larew@ecrchs.net; \(818\) 595-8003\)](mailto:e.larew@ecrchs.net) ~~Daniel Chang at d.chang@ecrchs.net or (818) 595-7537~~. ECRCHS's complete Title IX, Harassment, Intimidation, [Discrimination](#) and Bullying Policy is included as [Appendix L](#).

CHILD ABUSE

Reporting Requirements

Any school employee who reasonably suspects child abuse has occurred, or is occurring is required by law to file a child abuse report. These reports are filed with the appropriate child protective services agency such as the local police, sheriff's department or the Department of Children and Family Services. School police departments, by law are not considered "child protective services agencies" and may not be the recipients of child abuse reports. Suspected child abuse reports are confidential as to the identity of the employee making such a report.

UNIFORM COMPLAINT POLICY AND PROCEDURES

ECRCHS recognizes that it has a responsibility for ensuring compliance with state and federal laws and regulations governing educational programs. As such, the School has adopted a uniform system of complaint processing. The complete Uniform Complaint Policy and Procedures is attached in Appendix T.

EDUCATIONAL RIGHTS AND PRIVACY

ECRCHS recognizes that it has a responsibility for ensuring compliance with state and federal laws regarding the privacy interests of students in their educational records and personal information. As such, the School has adopted an Educational Records and Student Information Policy. The complete policy is attached as Appendix U.

USE OF STUDENT INFORMATION LEARNED FROM SOCIAL MEDIA

The Charter School complies with all federal, state, and local guidelines regarding the gathering and/or maintenance of information about any enrolled student obtained from social media in the student's educational record. The Charter School gathers student information from social media. Such information shall be maintained in the Charter School's records with regard to the student and shall be destroyed within one (1) year after a student turns 18 years of age or within one (1) year after the student is no longer enrolled in the Charter School, whichever occurs first. A non-minor student or a student's parent or guardian may access the student's records for examination of the information, request the removal of information or corrections made to information gathered or maintained by the Charter School by contacting the Executive Director.

SCHOOL CLIMATE BILL OF RIGHTS

ECRCHS is committed to ensuring a safe, healthy, and positive school environment. ECRCHS has developed fair and consistent progressive discipline policies based on positive behavior interventions.

The ECRCHS community values a rigorous education focused on providing opportunities to select college or career paths. The School Climate Bill of Rights promotes a school with an environment focused on safety, learning, student well-being and community interaction.

- **School-Wide Positive Behavior Intervention and Support:**
ECRCHS will implement alternatives to suspensions along with positive behavior intervention. Appropriate prevention and intervention approaches provide accountability and rehabilitation for discipline incident. See page two for more information regarding ECRCHS' intervention strategies.
- **Alternatives to suspension and positive behavior interventions and supports:**
Alternatives to suspensions strategies will be utilized for all students prior to suspensions except those limited offenses where suspension is required pursuant to the ECRCHS suspension and expulsion policy. See below for more information regarding ECRCHS' intervention strategies.

- School discipline and school-based arrest and citation data available for viewing upon request.
- Restorative Justice Approach to resolve student conflict: see below for more information regarding ECRCHS' intervention strategies.
- School-Wide Task Force:

School Site Council will include administrator, teacher, student, parent and classified member. This council will make recommendations to the Discipline staff for implementing positive approaches to working with students, staff and parents/guardians.

- School Police on campus roles and responsibilities: Students have the right to safe and healthy school environments that minimize the involvement of law enforcement, probation, and the juvenile and criminal court system, to the greatest extent as possible and when legally feasible.
- A System to file a formal complaint if the School-Wide Positive Behavior Intervention and Support is not implemented: one Assistant Principal is assigned for all school formal complaints. Please see the main office for the form.

Interventions

We have implemented many of the Tier I and Tier II interventions mentioned in LAUSD Bulletin 6231.0.

These interventions include the following:

- Parent/Student Conferences
- Conflict Resolutions led by the Deans
- Individual Counseling
- Alternative Programming (changing teacher/class)
- Referral to Student Success and Progress Team (SSPT)
- Referral to Multi-Tiered System of Supports (MTSS)
- Behavioral Contracts
- Threat Assessment
- Referral to Peer Active Listener group (PALs)
- Campus Beautification
- Restitution
- Referral to drug education/counseling (Tarzana Treatment Center meetings on our campus)

Alternatives to Suspension

Our alternatives to suspension include the following:

- Conflict Resolutions led by the Deans
- Individual Counseling
- Behavioral Contracts
- Campus Beautification
- Referral to drug education/counseling (Tarzana Treatment Center meetings on our campus)
- “In House” Class Suspensions with appropriate curricular materials provided to the student
- Online Social Emotional Learning (SEL) and behavior intervention program

Schoolwide Positive Behavior Support System

Incentives

- Good attendance qualifies juniors and seniors for lunch passes
- Good attendance and a good disciplinary record qualify students for Prom
- Intervention Coordinator distributes blank “On The Spot Recognition” forms so that teachers and students can send words of encouragement to each other
- A “Deans’ List” that rewards positive behavior
- The School has “Front of the Line” passes for the lunch lines
- Certificates issued for good behavior through the Assistant Principals’ Office
- The Alternative Education Program also uses the following incentives:
 - Posting student names on the Awesome Board every week for students who have improved
 - End of semester assemblies celebrating attendance, academics, and citizenship

Positive Behavior Supports

- Two full time Dean of Students
- Attendance Coordinator
- Intervention Coordinators
- Psychiatric Social Worker
- Two school psychologists
- Tarzana Hospital Drug Treatment Group
- Family counseling referrals
- Anxiety disorder counseling group
- Counselors
- Tarzana Mental Health Services will be on campus to work with Families and students who are on Medi-Cal
- Student support groups
- Formal and informal follow-up communications
- La Familia and Black Student Union
- 90+ clubs

LOCATION OF PUPIL RECORDS

Most pupil records are maintained at the School site. Records maintained by ECRCHS are usually maintained as indicated below:

1. Pupil records pertaining to student health are maintained in the Health Office with the school nurse as immediate custodian.
2. Pupil records pertaining to student progress, counseling, or guidance assistance are maintained in the Counseling Office, with the Assistant Principal in charge of counseling, as immediate custodian.
3. Pupil records pertaining to attendance are maintained in the Attendance Office, with the Assistant Principal in charge of counseling as immediate custodian.
4. Pupil records pertaining to athletic activities are maintained in the Athletic Director's Office with the Athletic Director as immediate custodian.
5. Education records pertaining to classroom activities are maintained in each classroom with each teacher as immediate custodian.
6. Special Education IEPs, Section 504 plans, and other relevant records are maintained in the Student Support Services office with the Assistant Principal in charge of Student Support Services as immediate custodian.

PUPIL RECORD INSPECTION

The inspection / review of any or all pupil records will be during regular school hours and will be arranged at a time mutually convenient to the parent (or student, when applicable) and the school official. A certificated ECRCHS employee must be present to assist and act as custodian of the file. If the parent or adult student requests a copy of the whole or any part of a pupil record, the copy will be provided. The school office may charge a copy fee. When a pupil record of one student includes information concerning other students, the parent or adult student who wishes to inspect and review such material may see only such part as relates to the child of that parent or to the particular adult student.

Please refer to the [Appendix U](#) for the complete ECRCHS Educational Records and Student Information Policy.

EMERGENCY INFORMATION

For the protection of the student's health and welfare, and to facilitate immediate communication with the parent/legal guardian or caregiver, ECRHCS requires the parent/legal guardian to provide current emergency information on an official Emergency Form at the school site. Every parent/legal guardian or caregiver must complete an Emergency Form for each student at the time of enrollment. Emergency information should include, but is not limited to the following:

- Home address and current telephone, including cell phone
- Employment/business addresses and phone numbers

- Relative/Friend's name, address, and telephone numbers authorized to pick up and care for the student in an emergency situation, if the parent/legal guardian cannot be reached. If the student rides the school bus to and from school, include his/her routing information; route number, pick/up and drop off location. Parents of students with disabilities should also have the name of any other designated adult who can receive their child in case of an emergency.

Students will only be released to a person listed on the Emergency Form unless the parent/legal guardian has provided written authorization on a case by case basis.

CHANGE IN ETHNICITY/RACE IDENTIFICATION OF STUDENTS

The school is required to collect race and ethnicity data on all new enrolling students using a two-part question. The first part of the question asks whether or not the respondent is Hispanic or Latino. The second part of the question asks the respondent to select one or more races from the following five groups:

- American Indian or Alaskan Native
- Asian
- Native Hawaiian or Other Pacific Islander
- Filipino
- Black or African American
- White

Parents/guardians wishing to change the current ethnicity and race category of their children must complete the Ethnicity/Race Identification of Students Form, sign and return it to the Admissions Office. If you have any questions or need more information, contact the Admissions Office.

CHANGE OF RESIDENCE

It is the responsibility of parents, guardians or adult foster care caregiver to inform the school of any change of address, telephone number or emergency information. Provided that the school meets its responsibility regarding requirements of notification of residence information, a family's failure to report a change of address within 30 calendar days shall be cause for forfeiture of the right to a Continuing Enrollment Permit. Parents must provide a manner to receive both written (U.S. Mail) and oral communication (telephone, cell) regarding their student.

RESTITUTION/PARENT LIABILITY

California Civil Code Section 1714.1 provides that any act of willful misconduct of a minor which results in any injury to the property or person of another shall be the responsibility of the parent or guardian having custody and control of the minor for all purposes of civil damages and the parent or guardian having custody and control shall be jointly and severally liable with the minor for any damages resulting from the willful misconduct not to exceed \$10,000.00, adjusted annually for inflation.

Education Code Section 48904 provides that the parent or guardian of a minor is liable to a school for all property loaned to and not returned or willfully damaged by the minor. It also authorizes schools to adopt a policy whereby the marks, diploma, or transcripts of these students would be withheld until the pupil or the parent/guardian pays for the damages or returns the property.

It is the policy of ECRCHS to seek restitution, including but not limited to, when a student willfully cuts, defaces, causes the loss, non-return or otherwise damages any property, real or personal, belonging to the school district or a school employee. The parent/guardian of the student is liable for such damages not to exceed \$10,000.00, adjusted annually for inflation.

After notifying the student's parent or guardian in writing of the student's alleged misconduct and affording the student due process, the Charter School may withhold the student's grades, transcripts, and diploma until the damages have been paid. If the student and the student's parent/guardian are unable to pay for the damages or to return the property, the Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student's grades and diploma will be released.

As to lost or damaged textbooks, ECRCHS's Lost or Damaged Textbook Policy is attached as Appendix V.

WRITTEN NOTICE OF RIGHTS & CONSENT TO BILL CALIFORNIA MEDI-CAL & RELEASE OR EXCHANGE INFORMATION FOR HEALTH-RELATED SPECIAL EDUCATION AND RELATED SERVICES

This Written Notice is given to Parent ("You") by Local Education Agency, El Camino Real Charter High School ("LEA").

Under the federal Medicare program, a public agency may access parents' public benefits or insurance to help pay for health-related special education and related services. Through the **Medi-Cal Local Education Agency Billing Option** this LEA/school may submit claims to California Medi-Cal for covered services provided to Medi-Cal eligible children enrolled in special education. The Medi-Cal program is a way for school districts and/or County Education Offices to receive federal funds to help pay for special education health-related services (e.g., PT, OT, Speech, Health screening, Counseling, Transportation).

With your consent, this LEA may disclose to the California Medi-Cal program and/or your private insurance program the following information about your child for the sole purpose of processing claims for reimbursement: name, birth date, gender and special education service (including the type, date, number of service(s) and the name of the service provider).

You need to know that:

- You may refuse to sign the consent form. This LEA is still required to provide special education services at no cost to you.
- Information about your child or family is strictly confidential. Your rights are preserved under federal law.
- Your confidentiality rights are preserved under Title 34 Code of Federal Regulations 300.154; Family Education Rights Privacy Act of 1974, Title 20 of the United States Code, Section 1232 (g), Title 34 Code of Federal Regulations, Section 99.
- Your consent can be revoked at any time in writing.

The LEA:

- May not require parents to sign up for or enroll in public benefits or insurance in order for your child to receive a free and appropriate education (FAPE).
- May not require you to incur an out-of-pocket expense such as a deductible or co-pay.
- May not use your child’s benefits if that would:
 - Decrease available lifetime coverage or any other insured benefit.
 - Result in the family paying for services that would otherwise be covered outside of the time the child is in school.
 - Increase premiums or lead to the discontinuation of benefits or insurance (Medi-Cal).
 - Risk loss of eligibility for home and community-based waivers, based on aggregate health-related expenditures.

VISITORS TO SCHOOL CAMPUSES

All campus visitors must have the consent and approval of the Executive Director/designee. Children who are not enrolled at the school are not to be on the campus unless prior approval of the Executive Director has been obtained. Visitors may not interfere with, disrupt or cause substantial disorder in any classroom or school activity. Absent exigent circumstances, parents wishing to visit their child’s classroom are required to make prior arrangements with the teacher at least 24 hours in advance. All visitors must check in at the Main Office and obtain a visitor’s pass. Any individual who disrupts a school site or fails to follow school rules and/or procedures is subject to removal from the school site and may be further restricted from visiting the school and/or subject to subject to criminal penalties.

IMMIGRATION AND CITIZENSHIP STATUS POLICY

In compliance with California law, ECRCHS has written policies and procedures in place that protect the rights of all students and allow all students equal access to a public education, regardless of immigration or citizenship status.

ECRCHS’s written policy regarding information pertaining to a student’s immigration and citizenship status is set forth in Appendix W.

Student Freedom of Speech and Expression

Students have a right to freedom of speech and may participate in political or free speech activities while on school campus. California law permits school site administrators to establish reasonable parameters for those students who wish to exercise their free speech rights on campus or during the school day. ECRCHS's Student Freedom of Speech and Expression Policy is available as [Appendix X](#).

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APPENDICES

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Appendix A

Computer Usage Policy and Acceptable Use Policy

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COMPUTER USAGE POLICY AND ACCEPTABLE USE AGREEMENT

ECRCHS computing resources are provided for student use related to ~~the school~~ECRCHS's mission statement. Our mission is to educate our diverse student body by developing students' talents and skills so that they will succeed in a changing world, value and respect themselves and others, and make a positive contribution to our global society. The computing resources may only be used for educational purposes related to research, instruction, and school-sanctioned activities, as described more fully below.

Definitions

- "Educational purpose" means classroom activities, research in academic subjects, career or professional development activities, ECRCHS approved personal research activities, or other purposes as defined by the ECRCHS from time to time.
- "Inappropriate use" means a use that is inconsistent with an educational purpose or that is in clear violation of this policy and the Acceptable Use Agreement.

Usage Responsibilities

The use of ECRCHS computing resources is a privilege to which all students of ECRCHS are entitled. Certain responsibilities accompany that privilege and understanding them is important for all users. The responsibilities ~~are~~include but are not limited to:

- Computer usage is for school-related work and educational purposes only.
- The user may not change ~~his/her~~their password.
- The user must not eat or drink near any computer equipment.
- The user should be aware of computer viruses and other destructive computer programs and take steps to avoid being their victim or unwitting vector.
- The user must respect any disk quotas applied to ~~his/her~~the user's account and use as little disk space as possible. Students cannot use temporary areas or the local hard drive to store data.
- Students must respect the privacy and property of all files on the computer system. Do not assume that the ability to read a file implies permission to read the file.
- Students may not attempt to breach or bypass client and/or network security on ECRCHS computers.
- Students may not install software onto ECRCHS machines.

Before a student is authorized to use ~~the Charter School~~ECRCHS's technological resources, the student and the student's parent/guardian shall sign and return the Acceptable Use Agreement specifying user obligations and responsibilities.

ECRnet Acceptable Use Policy Rules and Regulations

The Internet is a public network, and as such, e-mail is not private. ECRnet system operators have access to all user account directories and data, e-mail, personal Web pages, and any other files stored on system servers. System operators may delete files at any time to conform to system storage needs.

Access to the Internet from ECRnet is a privilege, not a right. Access to ECRnet is free to actively enrolled students with a Student Identification Number at ECRCHS. Each user voluntarily agrees to release, hold harmless, defend, and indemnify ECRCHS, its officers, board of directors, staff, and agents for and against all claims, actions, charges, losses, or damages which arise out of the user's use of the ECRnet, including, but not limited to, negligence, personal injury, wrongful death, property loss or damage, delays, non-deliveries, mis-deliveries of data, service interruptions, failure of any technology protection measures, violations of copyright restrictions, or user mistakes.

Each user acknowledges that the information from other Web sites may not be accurate. Use of any of the information obtained via the Internet is at the user's own risk. ECRCHS makes no warranty of any kind, either express or implied, regarding the quality, accuracy, or service interruptions.

Use of ECRCHS equipment and access to the Internet via ECRCHS equipment and resource networks is intended to serve and pursue educational goals and purposes. Student use of the Internet is therefore limited to only those activities that further or enhance the delivery of education. Students and staff have a duty to use ECRCHS resources only in a manner specified in the Policy.

ECRCHS Technology Staff Rights and Responsibilities

Within the limits of the capability of the computer system, ECRCHS Technology Staff ("ECRTS") will attempt to maintain the privacy of all files and electronic mail. However, ECRTS has the right to examine any file, backup archives, electronic mail, data, or printer listings as part of normal system administration or when there is a reasonable belief that a user is violating-violating the law or policies specified in this document.

ECRTS shall ensure that all ECRCHS computers with Internet access have a technology protection measure that blocks or filters Internet access to websites that have no educational purpose and/or contain visual depictions that are obscene, constitute child pornography, or that are harmful to minors. While the ECRTS is able exercise reasonable control over content created and purchased by the ECRCHS, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither the ECRCHS nor its staff shall be responsible for the failure of any

technology protection measures, violations of copyright restrictions, misuse, or user mistakes or negligence.

To reinforce these measures, the Executive Director or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities. Staff shall supervise students while they are using ECRCHS computers, laptops, or tablets to access the internet or online services on a ECRCHS campus and may have teacher aides, student aides, and volunteers assist in this monitoring. Parents/guardians are required to supervise and monitor their child's use of ECRCHS equipment including but not limited to their child's access to the internet and any online services through such equipment any and all times during which any Charter School/ECRCHS equipment is being used by their child outside school facilities or school hours to ensure compliance with this policy.

The Executive Director or designee also shall establish regulations to address the safety and security of students and student information when using email, chat rooms, and other forms of direct electronic communication.

The Executive Director or designees shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, maintaining the student's online reputation and ensuring their personal safety by keeping their personal information private, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying. Students are expected to follow safe practices when using ECRCHS technology.

ECRCHS 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.

Students shall not use the Internet to perform any illegal act or to help others perform illegal acts. Illegal acts include, but are not limited to, any activities in violation of local, state, and federal law and/or accessing information designed to further criminal or dangerous activities. Such information includes, but is not limited to, information that if acted upon could cause damage, present a danger, or cause disruption to the

ECRCHS, other students, or the community. Damaging, debilitating or disabling computers, computer networks or systems through the intentional or overuse of electronic distribution or the spreading of computer viruses or other harmful programs ~~shall be~~ prohibited. Any unauthorized online access to other computers by means of hacking into other computers, downloading hacker tools such as port scanners and password crackers designed to evade restrictions ~~shall also be~~ also strictly prohibited.

The Executive Director or designee shall oversee the maintenance of ~~the Charter School~~ ECRCHS's technological resources and may establish guidelines and limits on their use.

All employees shall receive a copy of this policy and the accompanying Acceptable Use Agreement describing expectations for appropriate use of the system and shall also be provided with information about the role of staff in supervising student use of technological resources. All employees shall comply with this policy and the Acceptable Use Agreement, in addition to any separate policies governing employee use of technology.

ECRTS will work to protect the information saved on the centrally located file server from accidental loss, tampering, unauthorized search, or other access. In the event of inadvertent or non-malicious actions resulting in the loss of or damage to that information, or the invasion of the user's privacy, the ECRCHS Technology Staff will make a reasonable effort to mitigate the loss or damage. In most cases, however, ultimate responsibility for prevention and resolution of such problems rests with the user. ECRCHS will assume no responsibility for the security of publicly accessible computer files.

- ECRTS will make every effort to maintain backup copies of student files, and restore them when they are lost or damaged. However, ECRTS cannot guarantee that there is a backup copy of any file, or that a file can be restored immediately.
- Within the limits of the capability of the computer system and as required by the Family Educational Rights and Privacy Act ("FERPA"), ECRTS will maintain the privacy of student personal information.
- ECRTS has the right to monitor all activity on a computer system, including individual sessions.
- ECRTS has the right to terminate any computer session or print job that is consuming excessive resources, including idle sessions.
- ECRTS has the right to delete an inactive account.
- ECRTS has the right to refuse access to any person who has violated the policies in this document or the policies of the school.
- ECRTS has the right to require students to change passwords regularly, refuse to allow students to use a specific password, or require students to use a random password.

- ECRTS has the right to limit student disk space and other available computer resources.
- **ECRTS has the right to revoke any account that has been used in violation of the policies specified in this document.**

The Internet, a network of networks, allows people to interact with hundreds of thousands of networks and computers. All connections to the Internet by **El Camino Real Charter High School** students are subject to the Acceptable Use Policy (AUP). ECRnet is a free and open forum for discussion. However, since ECRnet access is provided as an instructional tool rather than a personal forum, users will not use ECRnet access to demean, defame, or denigrate others for race, religion, creed, color, national origin, ancestry, physical handicap, gender, sexual persuasion, or other reasons. Users should have no expectation of privacy regarding their use of ECRCHS property, network and/or Internet access or files, including but not limited to email. By using this network, users have agreed to this policy.

Student Internet Safety

1. Students shall not reveal on the Internet personal information about themselves or other persons. For example, students should not reveal their name, home address, telephone number, or display photographs of themselves or others;
2. Students shall not meet in person anyone they have met only on the Internet; and
3. Students must abide by all laws, this Acceptable Use Policy and all District security policies.

Unacceptable Uses of the Computer Network or Internet

- **Violating any state or federal law or municipal ordinance, such as: Accessing or transmitting pornography of any kind, obscene depictions, harmful materials, materials that encourage others to violate the law, confidential information and/or copyrighted materials;**
- **Criminal activities that can be punished under law;**
- **Selling or purchasing illegal items or substances;**
- **Obtaining and/or using anonymous email sites; spamming; spreading viruses;**
- **Causing harm to others or damage to their property, such as:**
 1. Using profane, abusive, or impolite language; threatening, harassing, or making damaging or false statements about others or accessing, transmitting, or downloading offensive, harassing, or disparaging materials;

2. Deleting, copying, modifying, or forging another user's names, files, or data; disguising one's identity, impersonating other users, or sending anonymous email;
 3. Damaging computer equipment, files, data or the network in any way, including intentionally accessing, transmitting or downloading computer viruses or other harmful files or programs, or disrupting any computer system performance;
 4. Using any ECRCHS computer to pursue "hacking," internal or external to ECRCHS, or accessing or attempting to access information protected by privacy laws. This includes but is not limited to, using the resources of ECRnet or any other campus Internet connection, including a connection from a campus network, to attempt unauthorized access to any other computer system, or to go beyond the user's authorized access on ECRnet or any other campus network. This includes attempting to log in through another person's account or access another person's files. It also includes any attempt to disrupt any computer system performance or destroy data on any computer system.
 5. Accessing, transmitting or downloading large files, including "chain letters" or any type of "pyramid schemes."
 6. Forwarding personal communication without the author's prior consent.
- **Engaging in uses that jeopardize access or lead to unauthorized access into another's s' accounts or other computer networks, such as:**
 1. Using another's account password(s) or identifier(s);
 2. Interfering with another user's' ability to access their account(s);
 3. Disclosing anyone's password to others or allowing them to use another's account(s);
 4. Using any software or proxy service to obscure either the student's IP address or the sites that the student visits;
 5. Disabling, bypassing, or attempting to disable or bypass any system monitoring, filtering or other security measures;
 6. Accessing or attempting to access material or systems on the network that the student is not authorized to access.
 - **Other unacceptable uses, which include but are not limited to:**
 1. Using text, graphics, sound, or animation in messages or the creation of Web pages without displaying a notice crediting the original producer of the material, and stating how permission to use the material was obtained.
 2. Using the Internet for commercial purposes, financial gain, personal business, produce advertisement, business service endorsement, or religious or political lobbying is prohibited.

3. Downloading or uploading materials without permission such as video games, applications, and/or software.

Penalties for Improper-Unacceptable Computer, -Network or Internet Usages

The use of a school computer account is a privilege, not a right, and misuse will result in the restriction or cancellation of the account. Misuse may lead to disciplinary and/or legal action including but not limited to the following:

- Suspension or removal of student's account;
- Referral to the Dean;
- A parent conference;
- Suspension from school; and/or
- Financial responsibility for the complete restoration of the damage, including parts and labor.

El Camino Real Charter High School's computer system is intended for the exclusive use of its registered users who are responsible for their password and their accounts. Any problems that might arise from the use of the account are the responsibility of the account holder. Any misuse of the account or system will result in disciplinary action and/or the suspension or cancellation of privileges. **Use of the account by someone other than the registered user will be grounds for cancellation for all parties.**

ACCEPTABLE USE AGREEMENT

El Camino Real Charter High School ("ECRCHS" or "Charter School") believes that providing access to technology enhances the educational experience for students. However, student use of school computers, networks, and Internet services is a privilege, not a right. To make that experience successful for everyone, students must abide by the following terms and conditions:

1. **Security.** Students shall not impair the security of Charter School technology resources. Students are expected to:
 - a. Safeguard all personal passwords. Students should not share passwords with others and should change passwords frequently. Students are expected to notify an administrator immediately if they believe their student account has been compromised.
 - b. Access technology only with their account or with a shared account as directed by their teacher and not to allow others to use their account or to use the accounts of others, with or without the account owner's authorization.
2. **Authorized Use.** Students may use Charter School technology resources when directed by a teacher, when technology has been designated for open student use (e.g., computers in the library), and for other educational purposes.
3. **Protection Measures.** While ~~the Charter School~~ ECRCHS is able to exercise reasonable control over content created and purchased by ~~the Charter School~~ ECRCHS, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither ~~the Charter School~~ ECRCHS nor its staff, employees, officers, directors or volunteers shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. The student and parent/guardian agree not to hold ~~the Charter School~~ ECRCHS or any Charter School staff, employees, officers, directors or volunteers responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. They also agree to indemnify and hold harmless ~~the Charter School~~ ECRCHS and Charter School staff, employees, officers, directors and volunteers for any damages or costs incurred. Parents/guardians are required to supervise and monitor their child's use of ECRCHS equipment including but not limited to their child's access to the internet and any online services through such equipment any and all times during which any ECRCHS equipment is being used by their child outside school facilities or school hours to ensure compliance with this policy.
4. **Inappropriate Use.** Charter School technology, hardware, software and bandwidth are shared and limited resources and all users have an obligation to use those resources responsibly. Students are provided access to ~~the Charter School~~ ECRCHS technology primarily for educational purposes. Students shall not use Charter School technology or equipment for personal activities or for

activities that violate school policy or local law. These include but are not limited to:

- Violating any state or federal law or municipal ordinance, such as: Accessing or transmitting pornography of any kind, obscene depictions, harmful materials, materials that encourage others to violate the law, confidential information or copyrighted materials;
- Criminal activities that can be punished under law;
- Selling or purchasing illegal items or substances;
- Obtaining and/or using anonymous email sites; spamming; spreading viruses;
- Causing harm to others or damage to their property as defined by ~~the Charter School~~ ECRCHS's Computer Usage Policy and Acceptable Use Agreement
- Engaging in uses that jeopardize access or lead to unauthorized access into others' accounts or other computer networks; or
- Any other unacceptable uses, which include but are not limited to:
 - Using text, graphics, sound, or animation in messages or the creation of Web pages without displaying a notice crediting the original producer of the material, and stating how permission to use the material was obtained.
 - Using the Internet for commercial purposes, financial gain, personal business, produce advertisement, business service endorsement, or religious or political lobbying is prohibited.
 - Downloading or uploading materials without permission such as video games, applications, and software

5. **No Expectation of Privacy.** Student acknowledges that computer equipment, Internet access networks, email accounts, and any other technology resources are owned by Charter School and provided to students for educational purposes. ~~The Charter School~~ ECRCHS may require staff to monitor and supervise all access to computer equipment, Internet access networks, and email accounts. To facilitate monitoring of activities, computer screens may be positioned so that they are visible to the staff member supervising the students. ~~The Charter School~~ ECRCHS reserves the right to access stored computer records and communications, files, and other data stored on Charter School equipment or sent over Charter School networks. Such communications, files, and data are not private and may be accessed during routine system maintenance; during inspection of Charter School equipment at the end of the school year/term or agreed ~~upon to~~ use period; and review of individual files or monitoring of individual activity when there is a reasonable suspicion that the student is engaging in an inappropriate use.

6. **Disruptive Activity.** Students should not intentionally interfere with the performance of ~~the Charter School~~ ECRCHS's network or intentionally damage any Charter School technology resources.
7. **Unauthorized Networks.** Students may not create unauthorized wireless networks to access ~~the Charter School~~ ECRCHS's network. This includes establishing wireless access points, wireless routers and open networks on personal devices.
8. **Consequences of Inappropriate Use.** Students who violate this Agreement will be subject to discipline, which may include loss of access to Charter School technology resources and/or other appropriate disciplinary or legal action in accordance with the Student Code of Conduct and applicable laws.
9. **Technology Systems/Equipment Care.** Students are not permitted to have food or drink near computers/other technology and must keep equipment and assigned areas free of vandalism.

After reading the Computer Usage Policy and Acceptable Use Agreement, please complete this form to indicate that you agree with the terms and conditions provided. The signature of both the student and parent/guardian are mandatory before access may be granted to the technologies available. This document, which incorporates the Use Procedure, reflects the entire agreement and understanding of all parties. ECRCHS encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

As a user of Charter School technologies, I have read ~~the Charter School~~ ECRCHS's Computer Usage Policy and Acceptable Use Agreement and herby agree to comply with them.

I understand that computer use is a privilege and not a right. I understand that ~~if~~ ~~students who~~ violate this policy in any way, ~~+~~ will be subject to a referral and possible suspension or expulsion. I understand that if a student willfully damages ECRCHS's property, including but not limited to ECRCHS's technology, equipment and networks, or fails to return ECRCHS's property that has been loaned to the student, the student's parents/guardians are liable for all damages caused by the student's misconduct up to an amount not to exceed ten thousand dollars (\$10,000), adjusted annually for inflation. After notifying the student's parent or guardian in writing of the student's alleged misconduct and affording the student due process, ECRCHS may withhold the student's grades, transcripts, and diploma until the damages have been paid or the property has been returned. If the student and the student's parent/guardian are unable to pay for the damages or to return the property, ECRCHS will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the

voluntary work, the student's grades, transcripts and diploma will be released. ~~When the minor and parent are unable to pay for the damages, the Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages.~~ A student over the age of majority shall be liable for the same. (Education Code Section 48904).

Student Name (please print): _____ Grade: _____

Student Signature: _____ Date: _____

Parent/Guardian Name (Please Print): _____

Parent/Guardian Signature: _____ Date: _____

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2020-2021 Optional Laptop Protection Plan

The ECRCHS Optional Laptop Protection Plan is an optional, low cost plan to cover accidental damage or theft of your student's laptop. The cost of the Optional Protection Plan is **\$25.00 per device per year** (non-refundable). This is an **optional** plan provided by the school purely as a convenience and is not required. There is no cost for use of the device.

As with all School-issued materials and equipment, it is required that the student maintain and handle the device in a responsible manner, and that it remains in fully operational condition for the duration of their enrollment at ECRCHS. If the Optional Protection Plan is waived, you will be responsible to pay for the repair or replacement of your student's device if it is stolen, lost or damaged, regardless of the circumstances leading to its loss or damage. It is important to understand that failure to pay for the repair or replacement of the device will be treated like any other school debt and may preclude your student from participating in extracurricular activities, sports, graduation activities and receiving their school transcripts. **The full replacement cost of the device being issued to your student is \$340.00.**

What kind of damage is covered if I purchase the Optional Laptop Protection Plan?

- Liquid damage including accidental spills, or accidental water submersion
- Damage from accidental drop/fall including, but not limited to, the following:
 - Minor cosmetic damage
 - Cracked device, screen, digitizer
- Broken keyboard or mouse touchpad
- Motherboard/Hardware failure
- Theft
 - In case of theft, vandalism, or other criminal acts, an official police report must be immediately filed by the parent/guardian in order to qualify for the coverage. Upon review of official police report, the device may be fully replaced. ECRCHS has the sole authority to review the police report and determine whether the theft of the device was due to misuse or neglect. Only the device will be replaced. Student is responsible for replacing accessories.

What is NOT covered by the Optional Laptop Protection Plan, and what am I fully responsible for, regardless of circumstances?

- Unusual wear and tear, including, but not limited to, drawings, scratches, or stickers on the device
- Damage due to neglect
- Intentional or malicious damage to the device

- Damage to or replacement of stylus pens (available for purchase at Student Store)
- Damage to or replacement of laptop cases (available for purchase at Student Store)
- Damage to or replacement of A/C adapters (available for purchase at Student Store)

How many times will the Optional Laptop Protection Plan repair or replace my student's device?

Subject to the terms outlined above, ECRCHS will fully replace your student's device up to 3 times during the school year. More than three damage claims in one year will be deemed neglect and not covered by this policy. Damages caused by a student's failure to exercise responsibility and due care of the device will be deemed negligent and repair cost will be incurred.

What if my student's device needs to be repaired or replaced, and I did not purchase the Optional Laptop Protection Plan?

If the student/parent did not purchase accidental coverage for the device, the student will be responsible for any repairs needed. Depending on the damage, the tech department will audit the device and create an invoice for any parts and labor needed for the repair. If the total cost equals more than the replacement device the device will need to be fully replaced at the cost of \$340.00.

The Optional Laptop Protection Plan must be purchased within 30 days of first enrollment. The Optional Laptop Protection Plan is good for the current school year only and must be renewed yearly. Plan coverage starts September 1 and ends August 30.

ECRCHS has the sole authority to assess damage and determine whether the damage was accidental thereby eligible for repair/replacement or the result of misuse, neglect, or intentional damage.

Appendix B

Mathematics Placement Policy

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MATHEMATICS PLACEMENT POLICY

This policy of the El Camino Real Charter High School (the “Charter School”) Board of Directors (“Board”) has been adopted to establish a fair, objective, and transparent protocol for placement in mathematics courses for students entering 9th grade, in order to ensure the success of every student and to meet the Legislative intent of the California Mathematics Placement Act of 2015.

1. In determining the mathematics course placement for entering 9th grade students, the Charter School systematically takes multiple objective academic measures of student performance into consideration, including:
 - a. Statewide mathematics assessments, including interim and summative assessments through the California Assessment of Student Performance and Progress (“CAASPP”), if available;
 - b. Placement tests that are aligned to state-adopted content standards in mathematics;
 - c. Recommendation, if any, of each student’s 9th grade mathematics teacher based on classroom assignments and grades provided at the beginning of the school year;
 - d. Final grade in mathematics on the student’s official, end of the year 8th grade report card;
 - e. Results from all placement checkpoints, including at least one (1) placement checkpoint within the first month of the school year as described in Section 2, below.
2. The Charter School will provide at least one (1) placement checkpoint within the first month of the school year to ensure accurate placement and permit reevaluation of individual student progress. All mathematics teachers responsible for teaching 9th grade students will assess the mathematics placements for each 9th grade student assigned to the teacher’s mathematics class. The teacher’s assessment will take into consideration factors which may include, but are not limited to, the student’s classroom assignments, quizzes, tests, exams, grades, classroom participation, and any comments provided by the student, the student’s parent/legal guardian, and/or the student’s other teachers regarding the student’s mathematics placement. Based on the assessment, the teacher will then recommend that the student remain in the current mathematics placement or be transferred to another mathematics placement, in which case the teacher shall specify the mathematics course or level recommended for the student.
3. The Charter School Executive Director, or designee, shall examine aggregate student placement data annually to ensure that students who are qualified to progress in mathematics courses based on their performance on objective academic measures included in Section 1 of this Policy are not held back in a disproportionate manner on the basis of their race, ethnicity, gender, or socioeconomic background. The Charter School shall annually report the aggregate results of this examination to the Charter School Board.
4. The Charter School offers clear and timely recourse for each student and his or her parent or legal guardian who questions the student’s placement, as follows:

- a. A parent/legal guardian of any 9th grade student may submit a written request to the Charter School Executive Director, or designee, that:
 - i. Requests information regarding how the student's mathematics placement was determined. Within five (5) days of receipt of the written request, the Charter School Executive Director or designee shall respond in writing to the parent/legal guardian's request by providing the information, including the objective academic measures that the Charter School relied upon in determining the student's mathematics placement.
 - ii. Requests that the student retake the placement test, in which case the Executive Director or designee will attempt to facilitate the retest within two (2) weeks.
 - iii. Requests that the student retake the 8th grade end of course final mathematics assessment, in which case the Executive Director or designee will attempt to facilitate the retest within two (2) weeks.
 - iv. Requests reconsideration of the student's mathematics placement based on objective academic measures. Within five (5) school days of receipt of the written request, the Charter School Executive Director or designee shall respond in writing to the parent/legal guardian's request. The Executive Director or designee and the student's mathematics teacher must assess the objective academic measures provided by the parent in conjunction with the objective academic measures identified in Section 1 and 2 of this Policy. Based on this assessment, the Executive Director or designee must determine whether the most appropriate mathematics placement for the student is the student's current placement or another placement, in which case the Executive Director shall specify the mathematics course or level recommended for the student. The Executive Director's or designee's response must provide the determination as well as the objective academic measures that the Executive Director or designee relied upon in making that determination.
 - b. Notwithstanding the foregoing, if the Executive Director or designee requires additional time to respond to a parent/legal guardian's request, the Executive Director or designee will provide a written response indicating that additional time is needed. In no event shall the Executive Director's or designee's response time exceed one (1) month.
 - c. If, after reconsideration of the student's mathematics placement by the Executive Director or designee, the parent/legal guardian is dissatisfied with the student's mathematics placement, the parent/legal guardian may choose to sign a voluntary waiver requesting that the student be placed in another mathematics course against the professional recommendation of the Executive Director or designee, acknowledging and accepting responsibility for this placement.
5. The Charter School shall ensure that this Mathematics Placement Policy is posted on its website.

6. This policy is adopted pursuant to the Mathematics Placement Act of 2015, enacted as Education Code Section 51224.7.

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Appendix C

Independent Study Policy

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Independent Study Policy

El Camino Real Charter High School may offer independent study to meet the educational needs of pupils enrolled in the charter. Independent study is an alternative education designed to teach the knowledge and skills of the core curriculum and meet the graduation requirements as defined in the school's charter. El Camino Real Charter shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully (Education Code 51746). The following written policies have been adopted by the Board for implementation at El Camino Real Charter High School:

1. Independent study through El Camino Real Charter is a continuously voluntary, educational alternative in which no student may be required to participate (Education Code 51747).
 2. For pupils in all grades offered by El Camino Real Charter, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be twenty (20) school days (Education Code 51747).
 3. If circumstances justify a longer period of time than 20 school days, the Executive Director or designee may authorize an extension.
1. The Executive Director or designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study upon the following triggers:
 - a. When any pupil fails to complete ten (10) assignments during any period of twenty (20) school days.
 - b. In the event Student's educational progress falls below satisfactory levels as determined by ALL of the following indicators:
 - i. The pupil's achievement and engagement in the independent study program, as indicated by the pupil's performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).
 - ii. The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
 - iii. Learning required concepts, as determined by the supervising teacher.
 - iv. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. The record shall be maintained for a period of three years from the date of the evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to that school.

2. The Charter School shall provide content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high school grade levels this shall include access to all courses offered by the Charter School for graduation and approved by the UC or CSU as credible under the A-G admissions criteria.

3. The Charter School has adopted tiered reengagement strategies for the following pupils:

- a. ~~a~~ All pupils who are not generating attendance for more than three (3) school days or 60% of the instructional days in a school week, or 10 percent of required minimum instructional time over four continuous weeks of the Charter School's approved instructional calendar;
- b. Pupils found not participatory pursuant to Education Code Section 51747.5 for more than the greater of three schooldays or 60 percent of the scheduled days of synchronous instruction in a school month as applicable by grade span; or
- c. Pupils who are in violation of the written agreement pursuant to Education Code Section 51747(g).

These procedures are as follow:

- a. Verification of current contact information for each enrolled pupil;
- b. Notification to parents or guardians of lack of participation within one (1) school day of the recording of a non-attendance day~~absence~~ or lack of participation;
- c. A plan for ~~o~~ outreach from the Charter School to determine pupil needs including connection with health and social services as necessary;
- d. ~~When the evaluation described above under paragraph 2, above, is triggered to consider whether remaining in independent study is in the best interest of the pupil,~~ A clear standard for requiring a pupil-parent-educator conference ~~shall be required~~ to review a pupil's written agreement and reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with the policies adopted pursuant to paragraph (4) of subdivision (g) of Education Code Section 51747. This conference shall be a meeting involving, at a minimum, all parties who signed the pupil's written independent study agreement.¹

3.4. For pupils in grades 9-12, inclusive, the plan to provide opportunities for at least weekly synchronous instruction for all pupils throughout the school year by each pupil's assigned supervising teacher shall be as follows: In addition to content teacher live delivery of seminars at least once weekly in which independent study students are invited (or in some instances required) to attend, each supervising teacher will offer once weekly office hours for one to one,

¹ The tiered reengagement strategies shall not apply to pupils that participate in an independent study program for fewer than 15 schooldays in a school year. The tiered reengagement strategies shall not apply to independent study offered due to school closure or material decrease in attendance for 15 school days or less for affected pupils under one or more of the circumstances described in Education Code Sections 46392 and 46393 for which the Charter School files an affidavit seeking an allowance of attendance due to emergency conditions.

small group, or classroom instruction either in-person, via virtual feed (i.e. Teams), or telephone.²

4.5. The Charter School shall transition pupils whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days. Families will be encouraged to meet with their academic counsel to discuss the transition of the pupil in a manner which limits the impact on student progress toward graduation requirements.³

5.6. A current written agreement shall be maintained on file for each independent study pupil, including but not limited to, all of the following:

- a. The manner, time, frequency, and place for submitting a pupil's assignments, for reporting the pupil's academic progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.
- b. The objectives and methods of study for the pupil's work, and the methods used to evaluate that work.
- c. The specific resources, including materials and personnel, that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
- d. A statement of the policies adopted pursuant to Education Code Sections 51747 subdivisions (a) and (b) regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether or not the pupil should be allowed to continue in independent study.
- e. The duration of the independent study agreement, including the beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
- f. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
- g. A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other

² The plan for synchronous instruction and live interaction shall not apply to pupils that participate in an independent study program for fewer than 15 schooldays in a school year. [The plan for synchronous instruction and live interaction shall not apply to independent study offered due to school closure or material decrease in attendance for 15 school days or less for affected pupils under one or more of the circumstances described in Education Code Sections 46392 and 46393 for which the Charter School files an affidavit seeking an allowance of attendance due to emergency conditions.](#)

³ The plan to transition pupils whose families wish to return to in-person instruction shall not apply to pupils that participate in an independent study program for fewer than 15 schooldays in a school year. [The plan to transition pupils whose families wish to return to in-person instruction shall not apply to independent study offered due to school closure or material decrease in attendance for 15 school days or less for affected pupils under one or more of the circumstances described in Education Code Sections 46392 and 46393 for which the Charter School files an affidavit seeking an allowance of attendance due to emergency conditions.](#)

areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.

h. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant to Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.

i. Each written agreement shall be signed, before the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.

i. Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education, that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.

ii. For the 2021–22 school year only, the Charter School shall obtain a signed written agreement for an independent study program of any length of time no later than 30 days after the first day of instruction in an independent study program or October 15, whichever date comes later.

~~6.7.~~ El Camino Real Charter High School shall comply with the Education Code Sections 51757 through 51749.3 and the provisions of the Charter School's Act and the State Board of Education regulations adopted there under.

~~7.8.~~ The Executive Director may establish regulations to implement these policies in accordance with the law.

Appendix D

Special Education Policy

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SPECIAL EDUCATION POLICY

The Board of Directors of the El Camino Real Charter High School (“ECRCHS” or the “Charter School”) recognizes the need to identify, evaluate, and serve students with disabilities in order to provide them with a free appropriate public education (“FAPE”) in the least restrictive environment. Accordingly, this Policy has been adopted consistent with Education Code Section 56195.8.

Identification, Referral, and Evaluation for Special Education

Charter School shall follow applicable state and federal law and regulations and LAUSD Special Education Local Plan Area (“SELPA”) policy with respect to the identification, referral, and assessments of students for special education and related services.

Individualized Education Program (“IEP”) Team Meetings

ECRCHS shall convene IEP team meetings with the legally required composition within all legally applicable timelines, in accordance with state and federal law and regulations and SELPA policy.

Charter School shall also review, at the request of a student’s general or special education teacher, the ~~student’s assignment of an individual with exceptional needs to his/her~~ the student’s class. ~~A and a~~ mandatory IEP ~~meeting of the IEP team~~ shall be convened if the review indicates a change to the student’s placement, instruction, related services, or any combination thereof may be required. The Assistant Principal of Student Support Services, Emilie Larew or designee, shall be responsible for completing the review within fifteen (15) school days of the teacher’s request.

Procedural Safeguards

Parents/guardians shall receive written notice of their rights in accordance with state and federal law and regulation, and SELPA policy.

Please see the School website at

https://ecrchs.net/apps/pages/index.jsp?uREC_ID=384545&type=d&termREC_ID=&pREC_ID=720610 or in the Student Support Services office for a copy of your procedural safeguards.

Nonpublic, Nonsectarian Services

ECRCHS may contract with state-certified nonpublic, nonsectarian schools or agencies to provide special education services or facilities when an appropriate public education program at ECRCHS is not available in accordance with Education Code Section 56366 and Section 3062 of Title 5 of the California Code of Regulations. When entering into agreements with nonpublic, nonsectarian schools (“NPSs”) or agencies (“NPAs”), ECRCHS shall consider the needs of the individual student and the recommendations

of the IEP team. The IEP team shall remain accountable for monitoring the progress of students placed in nonpublic, nonsectarian programs towards the goals identified in each student's IEP.

In accordance with Education Code Section 56366.1, when entering into a Master Contract with an NPS where ECRCHS has not previously placed a student, the Charter School shall conduct an onsite visit to the NPS at the time of placement. ECRCHS shall also conduct at least one onsite monitoring visit to the NPA during each school year in which the Charter School has a student attending pursuant to a Master Contract. The monitoring visit shall include the following:

- A review of services provided to the student through the individual service agreement between ECRCHS and the NPS;
- A review of progress the student is making toward the student's IEP goals;
- A review of progress the student is making toward the goals set forth in the student's behavior intervention plan;
- If applicable, an observation of the student during instruction;
- A walkthrough of the facility; and
- Any other reviews and/or observations deemed necessary by ECRCHS.

ECRCHS shall follow state and federal law and regulations and SELPA policy when contracting with nonpublic, nonsectarian schools or agencies.

Resource Specialist Program

ECRCHS shall employ or contract with certificated resource specialists to provide services for students with disabilities which shall include, but not be limited to:

1. Providing instruction and services to students whose needs have been identified in an IEP developed by the IEP team and who are assigned to regular classroom teachers for a majority of the school day. Students shall not be enrolled in a resource specialist program for the majority of the school day without approval of the IEP team.
2. Providing information and assistance to students with disabilities and their parents/guardians.
3. Providing consultation, resource information, and material regarding students with disabilities to their parents/guardians and regular education staff members.
4. Coordinating special education services with the regular school programs for each student with disabilities enrolled in the resource specialist program.
5. Monitoring student progress on a regular basis, participating in the review and revision of IEPs as appropriate, and referring students who do not demonstrate appropriate progress to the IEP team.

6. At the secondary school level, emphasizing academic achievement, career and vocational development, and preparation for adult life.
7. Resource specialists shall not simultaneously be assigned to serve as resource specialists and to teach regular classes.

ECRCHS's resource specialist program shall be under the direction of a resource specialist who possesses:

1. A special education credential or clinical services credential with a special class authorization.
2. Three or more years of teaching experience, including both regular and special education teaching experience, as defined by rules and regulations of the Commission on Teacher Credentialing.
3. Demonstration of competencies required for a resource specialist as established by the Commission on Teacher Credentialing.

The Executive Director shall ensure that caseloads for special education teachers are within the maximum caseloads established by law, collective bargaining agreement, and/or SELPA policy. No resource specialist shall have a caseload which exceeds twenty-eight (28) students, unless a valid waiver is obtained through the State Board of Education, consistent with Title 5, California Code of Regulations, Section 3100.

Transportation

Charter School shall ensure appropriate, no cost transportation services are provided for students with disabilities as specified in their IEP as a related service when required. The specific needs of the student shall be the primary consideration when an IEP team is determining the student's transportation needs. Considerations may include, but are not limited to, the student's health needs, travel distances, physical accessibility and safety of streets and sidewalks, accessibility of public transportation systems, midday or other transportation needs, extended-year services, and, as necessary, implementation of a behavioral intervention plan. Mobile seating devices, when used, shall be compatible with the securement systems required by Federal Motor Vehicle Safety Standard No. 222 (49 C.F.R. Section 571.222). ECRCHS shall ensure school bus drivers are trained in the proper installation of mobile seating devices in the securement systems.

When transportation services are required, the Executive Director or designee shall arrange transportation schedules so that students with disabilities do not spend an excessive amount of time on buses compared to other students. Arrivals and departures shall not reduce the length of the school day for these students except as may be prescribed on an individual basis.

When contracting with a nonpublic, nonsectarian school or agency to provide special education services, the Executive Director or designee shall ensure that the contract includes general administrative and financial agreements related to the provision of transportation services if specified in the student's IEP.

Guide dogs, signal dogs and service dogs trained to provide assistance to ~~disabled~~ persons with disabilities may be transported in a school bus when accompanied by ~~disabled~~ students with disabilities, ~~disabled~~ teachers with disabilities or persons training the dogs.

Charter School shall ensure that all school buses, school student activity buses, youth buses and childcare motor vehicles, whenever they may be used, -are equipped with an operational child safety alert system. Charter School shall ensure that all buses are equipped with a passenger restraint system.

Information on the Number of Individuals with Exceptional Needs

Information regarding the number of individuals with exceptional needs who are being provided special education and related services shall be provided in accordance with state and federal law and regulation and SELPA policy.

Appendix E

Section 504 Policy, Procedures, and Parent Rights

DRAFT

POLICY, PROCEDURES, AND PARENT RIGHTS REGARDING IDENTIFICATION, EVALUATION AND EDUCATION UNDER SECTION 504

SECTION 504 POLICY

The Board of Directors of the El Camino Real Charter High School (“ECRCHS” or “Charter School”) recognizes the need to identify and evaluate students with disabilities in order to provide them with a free, appropriate public education and its legal responsibility to ensure that “no qualified person with a disability shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” This Policy and the related administrative regulation has been developed to ensure the implementation of Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and its implementing regulations as amended, which pertains to public schools. The intent is to ensure that all students with disabilities, who are eligible under Section 504, are identified and evaluated and have access to a free, appropriate public education (“FAPE”).

Under Section 504, individuals with physical or mental impairments that substantially limit one or more major life activities, including learning, are entitled to receive regular or special education and/or related aids and services designed to meet their individual needs as adequately as the needs of nondisabled students are met. Major Life Activities include functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working, as well as the operation of a major bodily functions, including functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions. Students may be disabled and entitled to services under Section 504 even though they are not eligible for services pursuant to the Individuals with Disabilities Education Act Improvement Act of 2004 (“IDEA”).

The School’s Executive Director or designee shall ensure that this policy and set of procedures is implemented and followed. Whenever there is reason to believe that, because of a disability, a student needs regular or special education and/or related aids and services (and the student has not been found eligible under IDEA) that student will be evaluated under this policy’s corresponding procedures.

A Section 504 Team will be convened to determine the student’s need for regular or special education and/or related aids and services. The 504 Team will include persons knowledgeable about the Section 504 standards, the student’s individual needs and school history, the meaning of evaluation data, and placement options. The student’s parent/guardian shall be invited to participate in this 504 Team and shall receive notice of procedural safeguards guaranteed by law.

If ECRCHS does not assess a student after a parent has requested an assessment, the Charter School shall provide notice of the parent's/guardian's procedural safeguards. ECRCHS shall not retaliate in any way against parents/guardians or students who exercise any rights under the procedural safeguards and/or Section 504.

If the student, due to disability, is found to require regular or special education and/or related aids and services under Section 504, the Section 504 Team shall develop a 504 plan for the provision of such services to the student. The student shall be educated with nondisabled students to the maximum extent appropriate to the student's individual needs. The student's parent/guardian shall be provided a copy of the 504 plan and shall receive notice of procedural safeguards guaranteed by law. ECRCHS shall periodically review the student's progress and placement.

ECRCHS does not discriminate on the basis of disability or any other characteristic protected under law. ECRCHS will implement this policy through its corresponding procedures.

SECTION 504 PROCEDURES

A. Definitions

1. **Academic Setting** – the regular, educational environment operated by ECRCHS.
2. **Individual with a Disability under Section 504** – An individual who:
 - a. has a physical or mental impairment that substantially limits one or more major life activities;
 - b. has a record of such an impairment; or
 - c. is regarded as having such an impairment.
3. **Evaluation** – procedures used to determine whether a student has a disability as defined within these Procedures, and the nature and extent of the services that the student needs. The term means procedures used selectively with an individual student and does not include basic tests administered to, or procedures used with, all students in a school, grade or class.
4. **504 Plan** – is a plan developed to identify and document the student's needs for regular or special education and related aids and services for participation in educational programs, activities, and school-sponsored events.
5. **Free Appropriate Public Education ("FAPE")** – the provision of regular or special education and related aids and services that are designed to meet the individual needs of persons with disabilities as adequately as the needs of persons without disabilities are met.

6. **Major Life Activities** - Functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, sitting, reaching, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, interacting with others, and working. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions.
7. **Physical or Mental Impairment** –
 - a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory; including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine; or
 - b. Any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities.
8. **504 Coordinators** – Counselors Stephen Perry and Lynsey Shano shall serve as the Charter School's Section 504 Coordinators. The parents or guardians may request a Section 504 due process hearing from, or direct any questions or concerns to, the Section 504 Coordinators at (818) 595-7514.
9. **Has a record of such an impairment** - means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
10. **Is regarded as having an impairment** - means
 - a. An individual meets the requirement of 'being regarded as having such an impairment' if the individual establishes that he or she has been subjected to an action prohibited under this Act because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.
 - b. Being regarded as having an impairment shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of 6 months or less.

B. Referral, Assessment and Evaluation Procedures

1. ECRCHS will evaluate any student who, because of disability, needs or is believed to need regular or special education and/or related aids and services.

2. A student may be referred by anyone, including a parent/guardian, teacher, other school employee or community agency, for consideration as to whether the student qualifies as a student with disabilities under Section 504. Requests for evaluation shall be made in writing, and a copy of said request will remain in the student's file regardless of the final determination. This referral should be made to the Section 504 Coordinator who will convene a 504 Team. Any requests made to another Charter School employee will be forwarded to the Section 504 Coordinator.
3. ECRCHS has the responsibility to ensure that students with disabilities are evaluated. Therefore, it is important that students who are or may have a disability are referred to the Section 504 Coordinator so that the assessment process is initiated.
4. The 504 Team convened by the Section 504 Coordinator will be composed of the student's parents/guardians and other persons knowledgeable about the student (such as the student's regular education teachers), the student's school history, the student's individual needs (such as a person knowledgeable about the student's disabling condition), the meaning of evaluation data, the options for placement and services, and the legal requirements for least restrictive environment and comparable facilities.
5. The 504 Team shall promptly consider the referral and determine what assessments are needed in all suspected areas of disability to evaluate whether the student is a student with a disability under Section 504 and what special needs the student may have. The decision regarding what assessments shall be undertaken shall be based on a review of the student's school records (including academic, social and behavioral records), any relevant medical records, and the student's needs. Students requiring assessment shall be provided appropriate assessments administered by qualified assessment specialists.
6. The 504 Team will consider the following information in its evaluation of the student:
 - a. Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel;
 - b. Tests and other evaluation materials including those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligence quotient; and
 - c. Tests are selected and administered so as to best ensure that, when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or

speaking skills (except where those skills are the factors that the test purports to measure.)

7. The evaluation of the student must be sufficient for the 504 Team to accurately and completely describe: (a) the nature and extent of the disabilities; (b) the student's special needs; (c) the impact upon the student's education; and (d) what regular or special education and/or related aids and services are appropriate to ensure that the student receives a free appropriate public education. All significant factors relating to the learning process for that student, including adaptive behavior and cultural and language background, must be considered. The evaluation may include, but is not limited to, classroom and playground observation, performance-based testing, academic assessment information, and data offered by the student's teachers and parent/guardian.
8. Mitigating measures cannot be considered when evaluating whether or not a student has a substantially limiting impairment. Mitigating measures could include medications, prosthetic devices, assistive devices, or learned behavioral or adaptive neurological modifications a student uses to eliminate or reduce the effects of an impairment.
9. The parents/guardians shall be given an opportunity in advance of 504 Team meetings to examine assessment results and all other relevant records.

If a request for evaluation is denied, the 504 Team shall inform the parents/guardians in writing of this decision and of their procedural rights as described below.

C. 504 Plan

1. When a student is identified as having a disability within the meaning of Section 504, the 504 Team shall determine what, if any, services are needed to ensure that the student receives a FAPE.
2. The 504 Team responsible for making the placement decision shall include the parents/guardians and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options.
3. For each identified eligible student, the 504 Team will develop a 504 Plan describing the student's disability and the regular or special education and/or related aids and services needed. The Plan will specify how the special education and/or related aids and services will be provided to the eligible student and by whom. The 504 Plan will also identify the person responsible for ensuring that all the components of the Plan are implemented.
4. The student's teacher and any other staff who are to provide services to the student or who are to make modifications in the classroom for the student

shall be informed of the services or modifications necessary for the student and, if appropriate, provided a copy of the 504 Plan. A copy of this plan shall be kept in the student's cumulative file in a manner that limits access to those persons involved in the 504 process and/or the provision of services and modifications.

5. The eligible student shall be placed in the regular education environment unless it is demonstrated that the student's needs cannot be met in the regular education environment with supplementary aids and services. The eligible student shall be educated with students who are not disabled to the maximum extent appropriate to his/her individual needs.
6. The referral, assessment, evaluation and placement process will be completed within a reasonable time. It is generally not reasonable to exceed fifty (50) school days in completing this process.
7. The parents/guardians shall be notified in writing of the final decision concerning the student's identification as a person with disabilities, the educational program and services to be provided, if any, and of the Section 504 procedural safeguards, as described below, including the right to an impartial hearing to challenge the decision.
8. If the 504 Team determines that the student has a disability but that no special services are necessary for the student, the 504 Plan shall reflect the identification of the student as a person with a disability under Section 504 and shall state the basis for the decision that no special services are presently needed.
9. The 504 Plan shall include a schedule for annual review of the student's needs, and indicate that this review may occur more frequently at the request of the parent/guardian or school staff.
10. ECRCHS shall immediately implement a student's prior 504 Plan, when a student enrolls at the Charter School. Within thirty (30) days of starting school, ECRCHS shall schedule a 504 Team meeting to review the existing 504 Plan. ECRCHS shall request a copy of the prior 504 plan from both the prior school and the parent/guardian.

D. Review of the Student's Progress

1. The 504 Team shall monitor the progress of the eligible student and the effectiveness of the student's 504 Plan. According to the review schedule set out in the student's 504 Plan, the 504 Team shall annually determine whether the services and modifications are appropriate.

2. A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement.

E. Procedural Safeguards

1. Parents/guardians shall be notified in writing of all decisions regarding the identification, evaluation or educational placement of students with disabilities or suspected disabilities. Notifications shall include a statement of their rights to:
 - Examine relevant records;
 - Have an impartial hearing with an opportunity for participation by the parents/guardians and their counsel;
 - Have the right to file a Uniform Complaint pursuant to school policy;
 - Seek review in federal court if the parents/guardians disagree with the hearing decision.

2. Notifications shall also set forth the procedures for requesting an impartial hearing. Requests shall be made to the 504 Coordinator or to the student's counselor.

Notifications shall also advise that reimbursement for attorney's fees is available only as authorized by law.

3. The Executive Director or designee shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with ECRCHS or any district within the Los Angeles Unified School District SELPA or the Los Angeles County Office of Education in any capacity other than that of hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.
4. If a parent/guardian disagrees with the identification, evaluation or educational placement of a student with disabilities under Section 504, he/she may request a hearing to initiate due process procedures. The parent/guardian shall set forth in writing his/her request for a hearing. A request for hearing should include:
 - The specific decision or action with which the parent/guardian disagrees.
 - The changes to the 504 Plan the parent/guardian seeks.
 - Any other information the parent/guardian believes is pertinent.
5. Within five (5) calendar days of receiving the parent/guardian's request for a hearing, ECRCHS may offer the parent/guardian an optional alternative dispute resolution process. However, the timeline for the hearing shall remain in effect unless it is extended by mutual written agreement of the

parent/guardian and the Charter School. Alternative dispute resolution options include:

- Mediation by a neutral third party.
 - Review of the 504 Plan by the Executive Director or designee.
6. Within ten (10) calendar days of receiving the parent/guardian's request, the Executive Director or designee shall select an impartial hearing officer. These 10 days may be extended for good cause or by mutual agreement of the parent/guardian and Executive Director.
 7. Within thirty-five (35) calendar days of the selection of the hearing officer, the due process hearing shall be conducted. These thirty-five (35) days may be extended for good cause or by mutual agreement of the parent/guardian and Executive Director.
 8. The parent/guardian and the Charter School shall be afforded the rights to:
 - Be accompanied and advised by counsel and by individuals with special knowledge or training related to the individual needs of students who are qualified as having a disability under Section 504.
 - Present written and oral evidence.
 - Question and cross-examine witnesses.
 - Receive written findings by the hearing officer.
 9. The hearing officer shall issue a written decision within ten (10) calendar days of the hearing.
 10. If desired, either party may seek a review of the hearing officer's decision by a federal court. The decision shall be implemented unless the decision is stayed, modified or overturned by a court.
 11. ECRCHS shall not retaliate in any way against parents/guardians or students who exercise any rights under the procedural safeguards and/or Section 504.
- F. Suspension and Expulsion, Special Procedures for Students with Disabilities
 ECRCHS shall follow the suspension and expulsion policy and procedures as set forth in the charter. A pupil who is qualified for services under Section 504 of the Rehabilitation Act of 1973 is subject to the same grounds for disciplinary action, including suspension and expulsion, and is accorded the same due process procedures applicable to regular education pupils except when federal and state law mandates additional or different procedures. ECRCHS will follow Section 504 and all applicable federal and state laws when imposing any form of discipline on a pupil identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such pupils. The following

procedures shall be followed when a student with a disability is considered for suspension or expulsion. These procedures will be updated if there is a change in the law.

1. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's 504 Plan; and receive, as appropriate, a functional behavioral assessment ("FBA") and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

2. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, ECRCHS, the parent, and relevant members of the 504 Team shall review all relevant information in the student's file, including the child's 504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the 504 Plan.

If ECRCHS, the parent, and relevant members of the 504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If ECRCHS, the parent, and relevant members of the 504 Team make the determination that the conduct was a manifestation of the child's disability, the 504 Team shall:

- a. Conduct an FBA and implement a behavioral intervention plan for such child, provided that ECRCHS had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If the child has a BIP, review the BIP and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and ECRCHS agree to a change of placement as part of the modification of the BIP.

If ECRCHS, the parent, and relevant members of the 504 team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the 504 Plan, then ECRCHS may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

3. Appeals

The parent/guardian of a child with a disability under a 504 Plan who disagrees with any decision regarding placement, or the manifestation determination, or ECRCHS believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, either party may request to utilize the appeal process outlined in the Procedural Safeguards section of these Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or ECRCHS, the hearing officer shall determine whether the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and ECRCHS agree otherwise.

4. Special Circumstances

ECRCHS personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Executive Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

5. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's 504 Team.

6. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to the IDEA and who has violated ECRCHS's disciplinary procedures may assert the procedural safeguards granted under these Procedures only if ECRCHS had knowledge that the student had a disability before the behavior occurred.

ECRCHS shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to ECRCHS supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or other ECRCHS personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the Director of Special Education or to other ECRCHS supervisory personnel.

If ECRCHS knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If ECRCHS had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. ECRCHS shall conduct an expedited evaluation if requested by the parent/guardian; however, the student shall remain in the education placement determined by ECRCHS pending the results of the evaluation.

ECRCHS shall not be deemed to have knowledge of that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

PARENT/STUDENT RIGHTS IN IDENTIFICATION, EVALUATION, ACCOMMODATION AND PLACEMENT

(Section 504 of the Rehabilitation Act of 1973)

The following is a description of the rights granted by federal law to students with disabilities. The intent of the law is to keep you fully informed concerning decisions about your child and to inform you of your rights if you disagree with any of these decisions. Please keep this explanation for future reference.

You have the right to:

1. Have your child take part in and receive benefits from public education programs without discrimination because of his/her disabling condition.
2. Have ECRCHS advise you of your rights under federal law.
3. Receive notice with respect to Section 504 identification, evaluation and/or placement of your child.
4. Have your child receive a free appropriate public education. This includes the right to be educated with non-disabled students to the maximum extent appropriate. It also includes the right to have ECRCHS make reasonable accommodations to allow your child an equal opportunity to participate in school and school-related activities.
5. Have your child educated in facilities and receive services comparable to those provided to non-disabled students.
6. Have your child receive special education and related services if he/she is found to be eligible under the Individuals with Disabilities Education Improvement Act (IDEA).
7. Have an evaluation, educational recommendation, and placement decision developed by a team of persons who are knowledgeable of the student, the assessment data, and any placement options. This includes the right to an evaluation before the initial placement of the student and before any subsequent significant change in placement.
8. Have your child be given an equal opportunity to participate in non-academic and extracurricular activities offered by ECRCHS.
9. Examine all relevant records relating to decisions regarding your child's Section 504 identification, evaluation, educational program, and placement.
10. Obtain copies of educational records at a reasonable cost unless the fee would effectively deny you access to the records.
11. Obtain a response from ECRCHS to reasonable requests for explanations and interpretations of your child's records.
12. Request an amendment of your child's educational records if there is reasonable cause to believe they are inaccurate, misleading or otherwise in violation of the privacy rights of your child. If ECRCHS refuses this request for amendment, the School shall notify you within a reasonable time and advise you of your right to an impartial hearing.
13. Request mediation or file a grievance in accordance with ECRCHS's Section

- 504 mediation grievance and hearing procedures, outlined above.
14. Request an impartial hearing regarding the Section 504 identification, evaluation, or placement of your child. You and the student may take part in the hearing and have an attorney represent you.
 15. File a formal complaint pursuant to ECRCHS's Uniform Complaint Policy and Procedures. Please ask the Executive Director for a copy of the School's Uniform Complaint Policy and Procedures if you need one.
 16. File a formal complaint with the U.S. Department of Education.
Office for Civil Rights, U.S. Department of Education
San Francisco Office
50 United Nations Plaza
San Francisco, CA 94102
(415) 486-5555 PHONE
(415) 486-5570 FAX
Email: OCR.SanFrancisco@ed.gov
 17. Be free from any retaliation from ECRCHS for exercising any of these rights.

Please contact Emilie Larew, Assistant Principal of Student Support Services, c/o El Camino Real Charter High School, 5440 Valley Circle Boulevard, Woodland Hills, CA 91367, (818) 595-8005, with any questions regarding the information contained herein.

Appendix F

Suicide Prevention Policy

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SUICIDE PREVENTION POLICY

The Board of Directors of El Camino Real Charter High School (“ECRCHS”) recognizes that suicide is a major cause of death among youth and should be taken seriously. To attempt to reduce suicidal behavior and its impact on students and families, the Board of Directors has developed prevention strategies and intervention procedures.

In compliance with Education Code Section 215, this policy has been developed in consultation with ECRCHS and community stakeholders, ECRCHS school-employed mental health professionals (e.g., school counselors, psychologists, social workers, nurses), administrators, other school staff members, parents/guardians/caregivers, students, local health agencies and professionals, the county mental health plan, law enforcement, and community organizations in planning, implementing, and evaluating ECRCHS’s strategies for suicide prevention and intervention. ECRCHS must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, ECRCHS shall appoint an individual or team to serve as the suicide prevention liaison for ECRCHS. The suicide prevention point of contact for ECRCHS and the Executive Director shall ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

A. Staff Development

ECRCHS, along with its partners, has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Training shall be provided for all school staff members. It may also be provided, when appropriate, for other adults on campus (such as substitutes and intermittent staff, volunteers, interns, tutors, coaches, and afterschool staff).

Training shall include the following:

- All suicide prevention trainings shall be offered under the direction of mental health professionals (e.g., school counselors, school psychologists, other public entity professionals, such as psychologists or social workers) who have received advanced training specific to suicide. Staff training may be adjusted year-to-year based on previous professional development activities and emerging best practices.
- At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.

- At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment or annually. Core components of the general suicide prevention training shall include:
 - Suicide risk factors, warning signs, and protective factors;
 - How to talk with a student about thoughts of suicide;
 - How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;
 - Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member;
 - Emphasis on reducing stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide;
 - Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at <http://cal-schls.wested.org/>.
 - Information regarding groups of students judged by ECRCHS, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
 - Youth affected by suicide;
 - Youth with a history of suicide ideation or attempts;
 - Youth with disabilities, mental illness, or substance abuse disorders;
 - Lesbian, gay, bisexual, transgender, or questioning youth;
 - Youth experiencing homelessness or in out-of-home settings, such as foster care;
 - Youth who have suffered traumatic experiences;
- In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff may include the following components:
 - The impact of traumatic stress on emotional and mental health;
 - Common misconceptions about suicide;
 - School and community suicide prevention resources;
 - Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
 - The factors associated with suicide (risk factors, warning signs, protective factors);
 - How to identify youth who may be at risk of suicide;
 - Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student

about their thoughts of suicide and (based on ECRCHS guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on ECRCHS guidelines;

- ECRCHS-approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
- ECRCHS-approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
- Responding after a suicide occurs (suicide postvention);
- Resources regarding youth suicide prevention;
- Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
- Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

B. Employee Qualifications and Scope of Services

Employees of ECRCHS must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs, and to prevent the immediate risk of a suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

C. Parents, Guardians, and Caregivers Participation and Education

- Parents/guardians/caregivers may be included in suicide prevention efforts. At a minimum, ECRCHS shall share this policy with parents/guardians/caregivers by notifying them where a complete copy of the policy is available.
- This Suicide Prevention Policy shall be easily accessible and prominently displayed on the ECRCHS Web page and included in the parent handbook.
- Parents/guardians/caregivers should be invited to provide input on the development and implementation of this policy.
- All parents/guardians/caregivers may have access to suicide prevention training that addresses the following:
 - Suicide risk factors, warning signs, and protective factors;
 - How to talk with a student about thoughts of suicide;
 - How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

D. Student Participation and Education

Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students' feelings of connectedness with ECRCHS and is characterized by caring staff and harmonious interrelationships among students.

ECRCHS's instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and resilience.

ECRCHS's instructional curriculum may include information about suicide prevention, as appropriate or needed. If suicide prevention is included in the ECRCHS's instructional curriculum, it shall consider the grade level and age of the students and be delivered and discussed in a manner that is sensitive to the needs of young students. Under the supervision of an appropriately trained individual acting within the scope of her/his credential or license, students shall:

- Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress;
- Receive developmentally appropriate guidance regarding ECRCHS's suicide prevention, intervention, and referral procedures.

The content of the education may include:

- Coping strategies for dealing with stress and trauma;
- How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others;
- Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help;
- Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.

Student-focused suicide prevention education may be incorporated into classroom curricula (e.g., health classes, science, and physical education).

ECRCHS shall support the creation and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Week, Peer Counseling, Freshman Success, and National Alliance on Mental Illness on Campus High School Clubs).

E. Intervention and Emergency Procedures

ECRCHS designates the following School personnel to act as the suicide prevention liaisons:

- Primary Suicide Prevention Liaison: Jessica Friedman, School Psychologist, Student Support Services, (818) 595-8001, j.friedman@ecrchs.net.

- Secondary Suicide Prevention Liaison: Vanessa Cordero, School Psychologist, Student Support Services, (818) 595-8008, v.cordero@ecrchs.net.
- Alternative Suicide Prevention Liaison: Margaret (Peggy) Valentine, School Nurse, Health Office, (818) 595-7569, p.gocke@ecrchs.net.

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

The suicide prevention liaison shall immediately notify the Executive Director or designee, who shall then notify the student's parent/guardian/caregiver as soon as possible if appropriate and in the best interest of the student. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

The suicide prevention liaison shall also refer the student to mental health resources at ECRCHS or in the community.

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.

When a suicide attempt or threat is reported on campus or at a school-related activity, the suicide prevention liaison shall, at a minimum:

1. Ensure the student's physical safety by one or more of the following, as appropriate:
 - Securing immediate medical treatment if a suicide attempt has occurred;
 - Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
 - Keeping the student under continuous adult supervision until the parent/guardian/caregiver and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
 - Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed;
 - Moving all other students out of the immediate area;
 - Not sending the student away or leaving him/her alone, even to go to the restroom;
 - Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence;
 - Promising privacy and help, but not promising confidentiality.
2. Document the incident in writing as soon as feasible.
3. Follow up with the parent/guardian/caregiver and student in a timely manner to provide referrals to appropriate services as needed and coordinate and consult with the county mental health plan if a referral is made for mental

health or related services on behalf of a student who is a Medi-Cal beneficiary.

4. After a referral is made, ECRCHS shall verify with the parent/guardian/caregiver that the follow up treatment has been accessed. Parents/guardians/caregivers will be required to provide documentation of care for the student. If parents/guardians/caregivers refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the parent/guardian/caregiver to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build understanding of care. If follow up care is still not provided, ECRCHS may contact Child Protective Services.
5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at ECRCHS.
6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted on the ECRCHS campus, the suicide prevention liaison shall follow the crisis intervention procedures contained in ECRCHS's safety plan. After consultation with the Executive Director or designee and the student's parent/guardian/caregiver about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the Executive Director or designee may provide students, parents/guardians/caregivers, and staff with information, counseling, and/or referrals to community agencies as needed. ECRCHS staff may receive assistance from ECRCHS counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

In the event a suicide occurs or is attempted off the ECRCHS campus and unrelated to school activities, the Executive Director or designee shall take the following steps to support the student:

1. Contact the parent/guardian/caregiver and offer support to the family.
2. Discuss with the family how they would like ECRCHS to respond to the attempt while minimizing widespread rumors among teachers, staff, and students.
3. Obtain permission from the parent/guardian/caregiver to share information to ensure the facts regarding the crisis are correct.
4. The suicide prevention liaisons shall handle any media requests.
5. Provide care and determine appropriate support to affected students.
6. Offer to the student and parent/guardian steps for re-integration to School. Re-integration may include obtaining a written release from the parent/guardian to speak with any health care providers; conferring with the student and parent/guardian about any specific requests on how to handle the

situation; informing the student's teachers about possible days of absences; allowing accommodations for make-up work (being understanding that missed assignments may add stress to the student); appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; and working with the parent/guardian to involve the student in an aftercare plan.

F. Supporting Students during or after a Mental Health Crisis

Students shall be encouraged through the education program and in ECRCHS activities to notify a teacher, the Executive Director, another ECRCHS administrator, psychologist, ECRCHS counselor, suicide prevention liaisons, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions. ECRCHS staff should treat each report seriously, calmly, and with active listening and support. Staff should be non-judgmental to students and discuss with the student, and parent/guardian/caregiver, about additional resources to support the student.

G. Responding After a Suicide Death (Postvention)

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on the school community, including students and staff. ECRCHS shall follow the below action plan for responding to a suicide death, which incorporates both immediate and long-term steps and objectives:

The suicide prevention liaison shall:

- Coordinate with the Executive Director to:
 - Confirm death and cause;
 - Identify a staff member to contact deceased's family (within 24 hours);
 - Enact the Suicide Postvention Response;
 - Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
- Coordinate an all-staff meeting, to include:
 - Notification (if not already conducted) to staff about suicide death;
 - Emotional support and resources available to staff;
 - Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
 - Share information that is relevant and that which the suicide prevention liaison has permission to disclose.
- Prepare staff to respond to needs of students regarding the following:
 - Review of protocols for referring students for support/assessment;
 - Talking points for staff to notify students;
 - Resources available to students (on and off campus).
- Identify students significantly affected by suicide death and other students at risk of imitative behavior;
- Identify students affected by suicide death but not at risk of imitative behavior;
- Communicate with the larger school community about the suicide death;

- Consider funeral arrangements for family and school community;
- Respond to memorial requests in respectful and non-harmful manner; responses should be handled in a thoughtful way and their impact on other students should be considered;
- Identify media spokesperson if needed.
- Include long-term suicide postvention responses:
 - Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant event) and how these will be addressed
 - Support siblings, close friends, teachers, and/or students of deceasedConsider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide.

H. Student Identification Cards

ECRCHS will include the telephone number for the National Suicide Prevention Lifeline (1-800-273-8255) and the National Domestic Violence Hotline (1-800-799-7233) on all student identification cards. ECRCHS will also include the number for the Crisis Text Line, which can be accessed by texting HOME to 741741 and a local suicide prevention hotline on all student identification cards.

Appendix G

Education for Homeless Children and Youth Policy

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EDUCATION FOR HOMELESS CHILDREN AND YOUTH POLICY

The Board of Directors of El Camino Real Alliance dba El Camino Real Charter High School (“ECRCHS” or the “Charter School”) 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 of California 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. Section 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. 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 Charter School Liaison for homeless students (42 U.S.C. Section 11432(g)(1)(J)(ii):

Melissa Harr
Special Education Teacher
5440 Valley Circle Boulevard
Woodland Hills, California 91367
(818) 595-7500
M.Harr@ecrchs.net

The Charter School Liaison shall ensure that the following requirements are fulfilled by ECRCHS (42 U.S.C. Section 11432(g)(6)):

1. Homeless students are identified by Charter School personnel and through outreach and coordination activities with other entities and agencies, and through the annual housing questionnaire administered by the Charter School.
2. Homeless students enroll in and have a full and equal opportunity to succeed at ECRCHS.
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 ECRCHS, 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 children and are provided with meaningful opportunities to participate in the education of their children.
5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or 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 and guardians of homeless youth and unaccompanied youth.
6. Enrollment/admissions disputes are mediated in accordance with law, ECRCHS 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

ECRCHS 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.

ECRCHS 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 ECRCHS charter 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. Section 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 Executive Director or 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. Section 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 Charter School’s capacity and pursuant to the procedures stated in the Charter 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.

The Charter 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. Section 11432(g)(3)(E).)

Housing Questionnaire

ECRCHS shall administer a housing questionnaire for purposes of identifying homeless children and youth. ECRCHS shall ensure that the housing questionnaire is based on the best practices developed by the CDE. ECRCHS shall annually provide the housing questionnaire to all parents/guardians of students and to all unaccompanied youths at ECRCHS. The housing questionnaire shall include an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth. The housing questionnaire shall be available in paper form. The housing questionnaire shall be available in the primary language other than English spoken by fifteen (15) percent or more of the students enrolled at ECRCHS and shall be translated into other languages upon request of a student's parent/guardian or an unaccompanied youth. ECRCHS shall collect the completed housing questionnaires and annually report to the CDE the number of homeless children and youths and unaccompanied youths enrolled. (Education Code Section 48851.)

Comparable Services

Each homeless child or youth shall promptly be provided services comparable to services offered to other students in ECRCHS such as (42 U.S.C. Section 11432(g)(4)):

- Transportation services
- 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
- Programs in vocational and technical education
- Programs for gifted and talented students
- Charter School nutrition programs

Transportation

In the event that ECRCHS provides transportation services to all ECRCHS students, ECRCHS shall provide comparable transportation services to each homeless child or youth attending ECRCHS, as noted above. (42 U.S.C. § 11432(g)(4).)

If ECRCHS does not otherwise provide transportation services to all ECRCHS students, ECRCHS shall ensure that transportation is provided for homeless students to and from ECRCHS, at the request of the parent or guardian (or Charter School Liaison), if ECRCHS is the student's school of origin. (42 U.S.C. Section 11432(g)(1)(J).) Transportation provided by ECRCHS will be adequate and appropriate

for the student's situation, but ECRCHS does not commit to any one method of transportation for all youth.

Eligibility for Extracurricular Activities

A homeless child or youth 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 is a homeless youth any family fees associated with an After-School Education and Safety ("ASES") Program operated by the Charter School.

Professional Development

All administrators, teachers and employees of [SCHOOL ABBREVIATION], 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).)

High School Graduation Requirements

Homeless students who transfer to the ECRCHS 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 ECRCHS 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 the student's 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 institution 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 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.
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 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

Acceptance of Course Work

The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a homeless student.

The Charter School will provide homeless students credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the homeless student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

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 the student is 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; (3) that homeless children and youth shall be provided comparable services; and (4) that homeless children should not be stigmatized by Charter School personnel. (42 U.S.C. Section 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

ECRCHS 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.

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Appendix H

Education for Foster and Mobile Youth Policy

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EDUCATION FOR FOSTER AND MOBILE YOUTH POLICY

Introduction

The Board of Directors of El Camino Real Alliance dba El Camino Real Charter High School (“ECRCHS”) 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, ECRCHS shall provide them with full access to ECRCHS’s educational program and implement strategies identified as required by law and necessary for the improvement of the academic achievement of foster youth in ECRCHS’s local control and accountability plan (“LCAP”).

Definitions

- *“Foster youth”* means any of the following:
 1. A child who is the subject of a petition filed pursuant to California Welfare and Institutions Code (“WIC”) section 309 (whether or not the child has been removed from the child’s home by the juvenile court).
 2. A child who is the subject of a petition pursuant to WIC section 602, has been removed from the child’s home by the juvenile court, and is in foster care.
 3. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
 - a. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
 - b. 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.
 - c. The nonminor is participating in a transitional independent living case plan.
 4. 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.
 5. A child who is the subject of a voluntary placement agreement, as defined in WIC 11400.

- *“Former juvenile court school pupil”* means a student who, upon completion of the student’s second year of high school, transfers from a juvenile court school to the Charter School.

- *“Child of a military family”* refers to a student who resides in the household of an active duty military member.

- *“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.

- *“Pupil participating in a newcomer program”* means a student who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant students that has as a primary objective the development of English language proficiency.
- *“Educational Rights Holder” (“ERH”)* means a parent, guardian, or responsible adult appointed by a court to make educational decisions for a minor pursuant to WIC sections 319, 361 or 726, or a person holding the right to make educational decisions for the student pursuant to Education Code section 56055.
- *“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 student was last enrolled, or if there is some other school that the foster youth attended within the immediately preceding 15 months, the ECRCHS liaison for foster youth, in consultation with and with the agreement of the foster youth and the ERH for the youth, shall determine, in the best interests of the foster youth, the school that shall be deemed the school of origin.
- *“Best interests”* means that, in making educational and school placement decisions for a 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 ECRCHS students.

Within this Policy, foster/juvenile court youth, former juvenile court school students, a child of a military family, a currently migratory child, and a student participating in the newcomer program will be referred to collectively as “Foster and Mobile Youth.”

ECRCHS Foster and Mobile Youth Liaison

In order to help facilitate the enrollment, placement, and transfer of Foster and Mobile Youth to ECRCHS, the Board of Directors shall designate an ECRCHS Foster and Mobile Youth liaison. The Board of Directors designates the following position as ECRCHS’s liaison for foster and mobile youth:

Melissa Harr
Special Education Teacher
5440 Valley Circle Boulevard
Woodland Hills, California 91367
(818) 595-7500
M.Harr@ecrchs.net

The Foster and Mobile Youth Liaison shall be responsible for the following:

1. Ensure and facilitate the proper educational placement, enrollment in ECRCHS, and checkout from ECRCHS of foster and mobile youth.
2. Ensure proper transfer of credits, records, and grades when foster and mobile youth transfer to or from ECRCHS.
3. When foster youth is enrolling in ECRCHS, the ECRCHS 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 moneys owed to the school last attended. When a foster youth is transferring to a new school, the ECRCHS Foster and Mobile Youth Liaison shall provide the student's records to the new school within two business days of receiving the new school's request, regardless of any outstanding fees, fines, textbooks, or other items or moneys owed to the Charter School.
4. When required by law, notify the foster youth's attorney and the appropriate representative of the county child welfare agency at least ten (10) calendar days preceding the date of the following:
 - An expulsion hearing for a discretionary act under ECRCHS's charter.
 - Any meeting to extend a suspension until an expulsion decision is rendered if the decision to recommend expulsion is a discretionary act under ECRCHS's charter. The foster youth's attorney and the agency representative will be invited to participate.
 - 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 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 ECRCHS staff, including but not limited to principals, deans, and attendance clerks, 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 ECRCHS's foster youth.
9. Monitor the educational progress of foster youth and provide reports to the Executive Director or designee and the Board of Directors based on indicators identified in ECRCHS's local control and accountability plan.

This policy does not grant the ECRCHS 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 ECRCHS Foster and Mobile Youth Liaison is advisory with respect to placement options and determination of the school of origin.

School Stability and Enrollment

ECRCHS 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, including, but not limited to, interscholastic sports. 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.

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin if it is their best interest. The Charter School will immediately enroll a foster youth, a currently migratory child, or child of a military family seeking reenrollment in ECRCHS as their school of origin.

A foster youth, currently migratory child, or child of a military family who seeks to transfer to ECRCHS will be immediately enrolled (subject to ECRCHS's capacity, if ECRCHS is not the student's school of origin, and pursuant to the procedures stated in ECRCHS'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 or school uniform requirements (e.g. producing medical records or academic records from a previous school).

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:

- For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

If the foster youth, currently migratory child, or child of a military family is transitioning between school grade levels, the youth shall be allowed to continue in the district of origin in the same attendance area to provide the youth the benefit of matriculating with their 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.

The ECRCHS 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 student be enrolled in any district school that students the student would otherwise be eligible to attend as a resident of the school district or in ECRCHS consistent with current enrollment procedures. All decisions shall be made in accordance with the foster youth's best interests.

Prior to making any recommendation to move a foster youth from their 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.

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 ECRCHS dispute resolution process.

Transportation

ECRCHS 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. ECRCHS 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, the 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 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

ECRCHS shall accept coursework satisfactorily completed by a Foster and Mobile Youth while attending another public school⁴, 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.

If the Foster and Mobile Youth did not complete the entire course, the student shall be issued partial credit for the coursework completed and shall not be required to retake the portion of the course that the student completed at another school unless ECRCHS, in consultation with the student's ERH, finds that the student 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 student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course.

In no event shall ECRCHS 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.

Applicability of Graduation Requirements

⁴ 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.

To obtain a high school diploma from ECRCHS, a student must complete all courses required by ECRCHS, 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 students 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 may be used, whichever will qualify the student for the exemption. For a student participating in a newcomer program, enrollment in grade 11 or 12 may be used to determine whether the student is in their third or fourth year of high school.

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 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 student 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 their 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 their fourth year of high school.

The Executive Director or designee shall notify a Foster and Mobile Youth and their ERH if the Charter School grants an exemption from the additional graduation requirements, how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution, and shall provide information about transfer opportunities available through the California Community Colleges.

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 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 youth and the youth qualifies for the exemption. Likewise, if the 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 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 Student eligible while he or she 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 graduation requirements within the student's fifth year of high school, the Executive Director or designee shall:

1. Inform the student and the student's ERH of the 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. Inform the student and the student's ERH how remaining in school for a fifth year 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.
4. Upon agreement with the student or, if the student is 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.

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.

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

ECRCHS shall not charge any student who the Charter School knows is currently in foster care any family fees associated with an After-School Education and Safety ("ASES") Program operated by the Charter School.

Student Records

When ECRCHS receives a transfer request and/or student records request for the educational information and records of a foster youth from a new LEA, ECRCHS shall provide these student records within two (2) business days. ECRCHS 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 ECRCH's Educational Records and Student Information Policy, under limited circumstances, ECRCHS 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 ECRCHS's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office.

Appendix I

Student Search and Seizure Policy

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STUDENT SEARCH AND SEIZURE POLICY

El Camino Real Charter High School (“ECRCHS” or the “Charter School”) recognizes and has determined that the occurrence of incidents which may include the possession of firearms, weapons, alcohol, controlled substances, or other items of contraband prohibited by law or Charter School rules and regulations, jeopardizes the health, safety and welfare of students and Charter School employees.

The California Constitution requires that all students and staff of public schools have the inalienable right to attend campuses which are safe, secure, and peaceful. As such, Charter School adopts this Policy outlining the reasonable search of students and their property, student use areas, and/or student lockers and the seizure of illegal, unsafe, unauthorized or contraband items and materials through a search based upon reasonable suspicion.

Definitions

- *“Reasonable Suspicion”* means a sufficient probability that the search will reveal evidence the student has violated or is violating the law or Charter School rules and regulations. Certainty is not required. Articulate facts must support a school official’s reasonable suspicion that a search is justified. In no case shall a search be conducted if predicated on mere curiosity, rumor or hunch.
- A “violation of either *“the law or Charter School rules and regulations”* includes, but is not limited to, possession of illegal, unauthorized or contraband materials. Illegal, unauthorized or contraband materials include those materials which are dangerous to the health or safety of students or school personnel, are disruptive or potentially disruptive, or which have been cited as unauthorized in Charter School rules or regulations.
- *“Personal electronic device”* means a device that stores, generates, or transmits information in electronic form, and is not owned or otherwise loaned to the student by Charter School.
- *“Electronic communication”* means the transfer of signs, signals, writings, images, sounds, data, or intelligence of any nature in whole or in part by a wire, radio, electromagnetic, photoelectric, or photo-optical system.
- *“Electronic communication information”* means any information about an electronic communication or the use of an electronic communication service, including, but not limited to, the contents, sender, recipients, format, or location of the sender or recipients at any point during the communication, the time or date the communication was created, sent, or received, or any information pertaining to any individual or **personal** device participating in the communication, including, but not limited to, an IP address.

Student Searches Based on Reasonable Suspicion

A Charter School official (e.g., administrator, employee, teacher, school police officer, and/or employee), may conduct a reasonable search of a student's person and/or personal effects (e.g., backpack, purse, etc.) if a school official has reasonable suspicion that the student is engaged in or has engaged in illegal activity or a violation of Charter School rules and regulations. Whether a search is reasonable depends on the context within which a search takes place. The Charter School official must assess the reliability of the student or person providing the information, the degree of danger to others, and the immediacy of the need for a search.

The search of a student and/or of their personal effects must be:

1. **Justified at its Inception:** There are reasonable grounds for suspecting the search will turn up evidence that the student is violating or has violated the law or Charter School rules. Articulate facts must support a Charter School official's reasonable suspicion that a search is justified. In no case shall a search be conducted if predicated on mere curiosity, rumor or hunch; and
2. **Reasonable in Scope:** The measures adopted are reasonably related to the objectives of the search and not excessively intrusive in light of the age and sex of the student and the nature of the infraction.

Required Conduct of Searches:

~~Additionally, any search of a student and/or of their personal effects shall be: When conducting a student search based on reasonable suspicion, school officials must adhere to the following practices:~~

~~Conducted the search only if there are clear and specific reasons for suspicion and there are facts that connect the student to a specific incident of misconduct.~~

- ~~Conducted in the presence of at least one (1) other adult witness of the same sex as the student being searched, whenever possible, and by a school official of the same sex as the student being searched.~~
- ~~Conducted the search in the presence of at least one (1) other adult witness, whenever possible. Conducted out of the presence of other students to maintain student confidentiality.~~
- ~~Conducted in a manner that does not involve:

 - ~~A body cavity search of a student manually or with an instrument; or~~
 - ~~Removing or arranging any or all of the clothing of a student to permit visual inspection of the underclothing, breast, buttocks, or genitalia of the student.~~~~

~~•~~

- ~~Jackets, purses, pockets, back packs, bags, and containers in the student's possession may be searched to the extent reasonably necessary.~~
- ~~Under no conditions may the search involve (a) a body cavity search of a student manually or with an instrument; or (b) removing or arranging any or all of the clothing of a student to permit visual inspection of the underclothing, breast, buttocks, or genitalia of the student.~~
- ~~Only school officials of the same sex as the student being searched may conduct the search.~~
- ~~Searches based on reasonable suspicion must be conducted in a private area where the search will not be visible to other students or staff (except for a school administrator or designee witness, also of the same sex).~~
- Documented ~~searches~~ by keeping a log of the search methods as well as a written description and/or pictures of any prohibited or illegal items ultimately seized as a result of the search.

Searches of Private Electronic Devices

A student's personal cell phone, smartphone, or other personal electronic device shall not be searched by Charter School officials without a warrant, the student's consent, or a legitimate emergency, unless the device is lost or abandoned. An emergency is any situation involving danger of death or serious physical injury to any person, that requires access to the information located or reasonably believed to be located on the electronic device. If the Charter School has a good faith belief that the device is lost, stolen, or abandoned, the Charter School may only access electronic device information in order to attempt to identify, verify, or contact the owner of the device.

Nothing in this Policy prohibits the Charter School from seizing/confiscating a student's personal electronic device, without searching its contents, if the student's use or possession of the private electronic device is in violation of Charter School rules or regulations.

Random Metal Detector Searches

California courts and the California Attorney General's Office have approved the use of random metal detector searches for weapons to maintain and protect the safety, security, and peace of students, School employees, and the School as a whole.

The following procedures shall be followed when using metal detectors to conduct random searches of students:

1. Searches involving metal detectors shall be minimally intrusive and involve the use of neutral criteria for selection.
2. Before walk-through, students shall be asked to empty their pockets of metallic objects.

3. If an initial activation occurs, students shall be asked to remove other metallic objects they may be wearing (e.g., belt and jewelry) and to walk through a second time.
4. If a second activation occurs, a hand-held metal detector shall be used.
5. If the activation is not eliminated or explained, staff shall escort the student to a private area.
6. In the private area, an expanded search shall be conducted by a staff member of the same gender as the student, in the presence of another school employee.
7. The search shall be limited to the detection of weapons.

If, as a result of a metal detector search, reasonable suspicion arises that a particular student may have a weapon, school officials may conduct a search of that student, in a private area, in accordance with the guidelines for reasonable suspicion based individual searches.

Student Use Areas

Student use areas, including, but not limited to, instructional and recreational space, are considered Charter School property and remain at all times under the control of Charter School. Periodic general inspections of instructional space and other areas of the school may be conducted by Charter School officials for any reason at any time without notice.

Canine Searches

Periodically, specially trained dogs visit the campus to detect the presence of drugs in lockers and classrooms.

School officials, including campus security or school police/resource officers, may use trained detection dogs in inspections of unaccompanied belongings for illegal, unauthorized or contraband materials in school facilities and around school grounds. All dogs must be accompanied by a qualified and authorized trainer who will be responsible for the dog's actions and who can verify the reliability and accuracy in sniffing out contraband. Trained detection dogs may sniff all unaccompanied locations, including, but not limited to: lockers, student use areas, vehicles, unattended backpacks and other student belonging, and other inanimate objects throughout school property. Prior to initiating a search, Charter School officials must have reasonable suspicion of a schoolwide concern.

An indication by the dog that illegal, unauthorized or contraband materials are present on school property shall constitute reasonable suspicion, authorizing school officials to search the area or other inanimate object and closed containers and objects within, without securing the consent of the student.

The Charter School shall not use dogs to search a student's person without individualized reasonable suspicion of illegal, unauthorized, or contraband material. If a

dog alerts on a student's person, the alert shall constitute reasonable suspicion for a lawful search and all applicable law and policy discussed herein shall be followed in the subsequent search.

Lockers

Student lockers, including P.E. lockers, are school property and remain at all times under the control of Charter School. Students shall assume full responsibility for the security of their lockers. Student lockers may not be used to store illegal, unauthorized, or contraband materials.

The acceptance and use of locker facilities on school campus by any student shall constitute consent by the student to the search of such locker facilities by authorized Charter School personnel and/or law enforcement. Inspections of lockers may be conducted by Charter School personnel and/or law enforcement though the use of trained dogs as described above.

Seizure of Illegal, Unauthorized, or Contraband Materials

If a lawfully conducted search yields illegal, unauthorized, or contraband materials, such materials shall be turned over to the proper legal authorities for ultimate disposition.

Discipline

If illegal, unauthorized or contraband materials are discovered during a search, including but not limited to searches conducted by Charter School officials or trained detection dogs, school officials may impose discipline upon the student(s) (including suspension and/or expulsion) in accordance with Charter School's discipline policies and procedures. Charter School shall notify law enforcement authorities if any search and/or seizure results in the discovery of illegal contraband.

Video Surveillance and Other Recording Devices

Charter School may utilize video surveillance devices in all common areas of the school campus including, but not limited to, outdoor spaces, entrances and exits, parking lots, stairwells, hallways, classrooms, the main office, school buses, and any other commonly used spaces. Charter School shall not utilize video surveillance devices in private spaces such as restrooms and locker rooms. Charter School's intent and purpose in utilizing video surveillance devices is to ensure student and staff health, welfare, and safety in order to maintain safe and orderly conduct throughout the school day.

Charter School shall not use audio recording where there is an expectation of privacy without prior consent of all parties subject to recording. Students, staff, parents, and other members of the public are similarly prohibited from audio recording on Charter School campus without prior consent. This policy does not prohibit the Charter School

from recording classes as needed for student achievement nor any other permissible audio recording by the Charter School otherwise provided under the law.

Video surveillance recordings are not considered student education records unless the recording is maintained and (1) intended for use in a disciplinary action or proceeding, (2) depicts an activity that shows a student violating the law, (3) shows a student getting injured, attacked, victimized, ill, or having a health emergency, (4) contains personally identifiable information from a student’s educational record. A video surveillance recording is not considered a student’s education record when the student’s image is incidental to the activity shown in the recording or when the student is participating in a public activity.

Charter School shall comply with all state and federal law regarding access to, review, and disclosure of student records, including Family Educational Rights and Privacy Act (“FERPA”). This includes compliance with lawful requests under the California Public Records Act, from law enforcement, and other appropriate agencies. Charter School will evaluate the legality of any requests in advance of disclosure and will comply with all notice requirements under FERPA.

Temperature Screening

In light of the novel coronavirus (“COVID-19”) health emergency, ECRCHS shall ~~follow the below procedures for~~ conduct temperature screening, as necessary, in accordance with all applicable law and state and local health orders to prevent the spread of COVID-19. ECRCHS will follow the temperature screening requirements set forth in its COVID-19 Prevention Policy and/or Comprehensive School Safety Plan.

~~The Centers for Disease Control and Prevention (“CDC”) recognizes fever as a symptom of COVID-19. As a result, and in accordance with guidance from the Center for Disease Control (“CDC”), the California Department of Education (“CDE”) and the California Department of Public Health (“CDPH”), all students must submit to a noninvasive temperature screening prior to entering any Charter School resource center or administrative offices. Temperature screenings shall be administered in accordance with the following criteria:~~

- ~~• The Charter School shall utilize a noninvasive forehead temperature scan.~~
- ~~• Individuals who administer temperature screenings shall be appropriately trained in using the device and interpreting the results.~~
- ~~• Individuals who administer temperature screenings shall be provided appropriate personal protective equipment (“PPE”), including gloves and masks.~~
- ~~• Students and vendors must wear a mask over their mouth and nose while receiving a temperature scan.~~
- ~~• All temperature results shall remain confidential and no personnel records shall be created based on a temperature screening.~~

~~Students who present with an elevated temperature of 100.4 degrees Fahrenheit or greater will be sent home and may be excluded from all Charter School facilities for a minimum of fourteen (14) days. Students may return to a Charter School facility before fourteen (14) days only if they submit a certification from a health care provider establishing that they do not have COVID-19.~~

Notice

Written notice of this Policy shall be provided to students and their parents and/or guardians at the start of each school year and/or upon enrollment during the school year. A summary of this Policy shall also be placed in the Parent-Student Handbook and other materials, as appropriate, to be disseminated by the Charter School to students, parents and/or guardians and Charter School employees. In addition, the Charter School shall place signs and/or other posted notifications on campus regarding this policy, as appropriate.

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Appendix J

Free and Reduced-Price Meals Policy

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FREE AND REDUCED-PRICE MEALS POLICY

El Camino Real Charter High School (“ECRCHS” or the “Charter School”) Governing Board (the “Board”) recognizes that adequate nutrition is essential to the development, health, and learning of all students. The Executive Director or designee shall facilitate and encourage the participation of students from low-income families in the Charter School’s food service program.

Each ECRCHS school site shall provide at least one nutritionally adequate meal (breakfast or lunch) each school day, free of charge or at a reduced price, for students whose families meet federal eligibility criteria.

Free and Reduced-Price Meals Application and Notification

The Executive Director or designee shall ensure that the application form for free and reduced-price meals and related materials include the following statements:

1. Applications for free and reduced-price meals may be submitted at any time during a schoolday.
2. Children participating in the federal National School Lunch Program will not be overtly identified by the use of special tokens, special tickets, special serving lines, separate entrances, separate dining areas, or by any other means.

The application packet shall include the following notifications and information using simple and culturally appropriate language:

1. A notification that if a child qualifies for free school lunches, then the child may qualify for free or reduced-cost health coverage.
2. A request for the applicant’s consent for the child to participate in the Medi-Cal program, if eligible for free school lunches, and to have the information on the school lunch application shared with the entity designated by the State Department of Health Care Services to make an accelerated determination and the local agency that determines eligibility under the Medi-Cal program.
3. A notification that the Charter School will not forward the school lunch application to the entity designated by the State Department of Health Care Services to make an accelerated determination and the local agency that determines eligibility under the Medi-Cal program, without the consent of the child’s parent or guardian.
4. A notification that the school lunch application is confidential and, with the exception of forwarding the information for use in health program enrollment upon the consent of the child’s parent or guardian, the Charter School will not share the information with any other governmental agency, including the federal

Department of Homeland Security and the Social Security Administration.

5. A notification that the school lunch application information will only be used by the entity designated by the State Department of Health Care Services to make an accelerated determination and the state and local agencies that administer the Medi-Cal program for purposes directly related to the administration of the Medi-Cal program and will not be shared with other governmental agencies, including the federal Department of Homeland Security and the Social Security Administration for any purpose other than the administration of the Medi-Cal program.
6. Information regarding the Medi-Cal program, including available services, program requirements, rights and responsibilities, and privacy and confidentiality requirements.

If ECRCHS elects to post its free and reduced-price meals application online, it will include the following:

1. Include a link to the Internet Web site on which translated applications are posted by the United States Department of Agriculture, with instructions in that language that inform the applicant how to submit the application.
2. Require completion of only those questions necessary for determining eligibility.
3. Include clear instructions for families that are homeless or migrant.
4. Comply with the privacy rights and disclosure protections established by [the Richard B. Russell National School Lunch Act \(42 U.S.C. Section 1751 et seq.\) and the federal Children's Online Privacy Protection Act of 1998 \(15 U.S.C. 6501 et seq.\).](#) [Public Laws 113-79 and 105-277.](#)
5. Include links to all of the following:
 - (i) The online application to CalFresh.
 - (ii) The online single state application for health care.
 - (iii) The Internet Web page maintained by the State Department of Public Health entitled "About WIC and How to Apply," or another Internet Web page identified by the State Department of Public Health that connects families to the Special Supplemental Nutrition Program for Women, Infants and Children.
 - (iv) The Internet Web site of a summer lunch program authorized to participate within the city or school district.

Eligibility and ongoing eligibility shall be determined for the free and reduced-price meal program based on the criteria made available by the California Department of Education.

Direct Certification

Although every family should submit an application for free or reduced-price lunch, in certain circumstances, ECRCHS may be able to determine student eligibility without further application. ECRCHS shall directly certify as eligible the following students:

1. Any child who is a member of a household receiving assistance under the supplemental nutrition assistance program as eligible for free lunches and/or free breakfasts under the Child Nutrition Act of 1966.
2. Any child who is a member of a household that receives CalWORKs (also known as Temporary Assistance for Needy Families or "TANF") or CalFresh aid.
3. Any child who is a member of a household that receives the assistance of a Food Distribution program on Indian Reservations.
4. Any child identified as a foster, migrant, homeless or runaway youth, as defined by the California Education Code.

It is the policy of the Board that non-paying students shall not be shamed, treated differently, or served a meal that differs from the meal of a paying student. This Policy prohibits the Charter School from disciplining a student which would result in the denial or delay of a nutritionally adequate meal to that student.

Unpaid Meals

ECRCHS shall notify a parent/guardian of the negative balance of a student's school meal account no later than ten (10) days after the account has reached a negative balance. Before sending this notification to the parent/guardian, ECRCHS will exhaust all options and methods to directly certify the student for free or reduced-price meals. ECRCHS shall ensure that a student who is eligible for a reimbursable meal whose parent or guardian has unpaid school meal fees is not denied a reimbursable meal of the student's choice because of the fact that the student's parent or guardian has unpaid meal fees.

In the event that ECRCHS determines that a student who has accrued a negative balance would have been eligible for free or reduced-price school meals, the Charter School shall credit such balance in accordance with this Policy. ECRCHS shall reimburse school meal fees paid by a student's parent/guardian in the event that the student is subsequently determined to have qualified for free or reduced-price meals. In the event that ECRCHS is not able to directly certify the student, ECRCHS shall provide the parent or guardian with a paper copy of, or an electronic link to, an application with the notification and contact the parent or guardian to encourage application submission.

ECRCHS will not overtly identify any student with unrecovered or delinquent debt. Should it become necessary that ECRCHS take action to recover unpaid meal charges,

ECRCHS shall not take any action directed at a student to collect unpaid school meal fees and the cost to recover such debt will not exceed the amount of the debt owed. ECRCHS may attempt to collect unpaid school meal fees from a parent or guardian, but shall not use a debt collector, as defined in Section 803 of the federal Consumer Credit Protection Act (15 U.S.C. Sec. 1692a). ECRCHS shall comply with the cost principles set forth in 2 C.F.R. Section 200.426 and applicable law. ECRCHS's collection policies for unpaid meal charges is consistent with ECRCHS's collection procedures and policies for all debt, and with state agency guidance.

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price meal program shall be confidential and may not be released except as provided by law and authorized by the Board or pursuant to a court order.

The Board authorizes designated employees to use individual records pertaining to student eligibility for the free and reduced-price meal program for the following purposes:

1. Disaggregation of academic achievement data
2. Identification of students eligible for alternative supports in any school identified as a Title 1 program improvement school

If a student transfers from the Charter School to another charter school, district, county office of education program, or private school, the Executive Director or designee may share the student's meal eligibility information to the other educational agency to assist in the continuation of the student's meal benefits.

The Executive Director or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another charter school, school district, or county office of education that is serving a student living in the same household as an enrolled student for purposes related to program eligibility and data used in local control funding formula calculations.

The Executive Director or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining funding allocations under the local control funding formula and for assessing accountability of that funding.

The Executive Director or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals and if the applicant consents to the sharing of this information.

The Executive Director or designee may also release information on the school lunch application to the local agency that determines eligibility for CalFresh or to an agency that determines eligibility for nutrition assistance programs if the student has been approved for free or reduced-price meals and if the applicant consents to the sharing of this information.

This information released shall adhere to the following requirements:

1. Individual indicators of participation in a free or reduced-price meal program shall not be maintained in the permanent record of any student, unless otherwise authorized by law.
2. The public release of information regarding individual student participation in a free or reduced-price meal program is not permitted.
3. All other confidentiality requirements imposed by law or regulation are met.

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Appendix K

Transportation Safety Plan

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TRANSPORTATION SAFETY PLAN

Because El Camino Real Charter High School (“ECRCHS” or the “Charter School”) provides transportation to or from a ECRCHS school activity, the ECRCHS Board of Directors (“Board”) approved the following transportation safety plan, which contains procedures for ECRCHS personnel to follow to ensure the safe transportation of students. A copy of this Plan will be kept at each ECRCHS school and will be made available upon request to an officer of the Department of the California Highway Patrol. Students shall be informed that any violation of ECRCHS policies and procedures, including violation of safety procedures on a school bus or school activity bus, could result in discipline pursuant to the ECRCHS discipline policy.

Definitions

- “*School bus*” is any motor vehicle designed, used, or maintained for the transportation of a ECRCHS pupil at or below the grade 12 level to or from ECRCHS or to and from ECRCHS activities. “*School bus*” does not include a passenger vehicle designed for and when actually carrying not more than 10 persons, including the driver, except any vehicle or truck transporting two or more students who use wheelchairs.
- “*School activity bus*” is any motor vehicle, other than the school bus, operated by a common carrier, or by and under the exclusive jurisdiction of a publicly owned or operated transit system, or by a passenger charter-party carrier, used under a contractual agreement between ECRCHS and carrier to transport ECRCHS pupils at or below the grade 12 level to or from a ECRCHS activity, or used to transport students from residential schools, when the students are received and discharged at off-highway locations where a parent or adult designated by the parent is present to accept the student or place the student on the bus.

Procedures for All Students to Follow as They Board or Exit a School Bus at ECRCHS or Other School Activity Location

ECRCHS has created the following procedures to govern the safe entry and exit of all students at ECRCHS or other school activity location.

Boarding Buses at School Site or School Activity Location:

1. The school bus driver may not activate the flashing amber warning light system, the flashing red light signal system, and stop signal arm at any school.
2. The driver will monitor the students’ entry onto the bus to ensure an orderly and safe entry for all students.
3. The group of students, along with the teacher(s) and any other adult personnel attending a school activity, shall assemble in an area away from the school bus to wait. When the students are ready to load, the ECRCHS staff shall inform the driver, and the driver will begin the boarding process.

4. Upon completion of the boarding process, the driver will proceed with the bus evacuation and safety presentation, described below. This shall include an explanation and demonstration of all emergency exits, first aid kits, fire extinguishers, etc.
5. Upon completion of the presentation, the driver shall have the ECRCHS teacher or head chaperone sign a trip sheet, acknowledging the presentation has been given. The driver will then depart when safe to do so.

Exiting Buses at School Site or School Activity Location:

1. Upon arrival at ECRCHS, the driver shall take the bus to the designated student drop off area.
2. Upon reaching the designated area, the driver will park the bus and open the door when it is clear and safe to do so. The flashing red signal lights will not be activated.
3. Upon arrival at the school activity destination, the driver will select an area where the bus can be lawfully parked and the boarding/exiting of students can be reasonably controlled.
 - a. The driver will confer with the ECRCHS teacher/head chaperone regarding the time and location where the group will assemble to reload the bus.
 - b. When it is clear and safe to do so, the driver will have the students disembark the bus. The flashing red signal lights will not be activated.
 - c. When the ECRCHS teacher/head chaperone has confirmed all students are accounted for, the group may proceed to the trip.
4. Students exiting the bus at either ECRCHS or a school activity location should do so in an orderly, respectful, and appropriate manner, following all instructions from ECRCHS staff and the bus driver.

Procedures for School Staff to Ensure a Student is Not Left Unattended on a School Bus or School Activity Bus

ECRCHS staff members should always be involved and active in the supervision of the loading and unloading of students at ECRCHS and on activity trips to ensure no student is left unattended on the school bus or school activity bus.

To do this, ECRCHS staff shall adhere to the following procedures:

1. Before leaving the school site for a school activity, the ECRCHS teacher/head chaperone for the trip shall ensure he/she has a copy of the class roster with all student names.
2. Once the bus reaches the destination, a ECRCHS teacher/head chaperone shall be the first person off the bus and will note each student who exits the bus by comparing the exiting students against the class roster.
3. A ECRCHS staff member/chaperone shall be the last person to exit the bus at each stop to ensure no students are on left board. Before exiting the bus, the

staff member/chaperone will walk up the aisle, checking each seat and area on the floor by each seat to ensure no students are present.

4. Once all students and staff/chaperones have exited the bus, but before leaving for the designated activity, the ECRCHS teacher/head chaperone will conduct another roll call by calling out each student's name and waiting for verbal and visual confirmation from the student that he/she/the student is present.
5. The ECRCHS teacher/head chaperone will discuss with the bus driver a way to contact each other in the event it is later discovered a student is still on the bus.

Procedures and Standards for Designating an Adult Chaperone, Other than the Bus Driver, to Accompany Students on a School Activity Bus

ECRCHS shall follow its applicable policies and procedures, including its visitor and volunteer policy, for designating an adult chaperone other than the school bus driver to accompany students on a bus ~~en~~ or a school activity bus. All appropriate background checks will be conducted on any chaperone prior to the chaperone's attending a school trip or school activity bus.

Instruction in School Bus or School Activity Bus Emergency Procedure and Passenger Safety

ECRCHS shall ensure that all students in kindergarten through grade 12 who are transported in a school bus or school activity bus receive instruction in school bus emergency procedures and passenger safety.

Instruction for all Students Prior to Departure on School Trip

Finally, prior to departure on a school activity trip, ECRCHS shall provide safety instruction to all students riding in a school bus or school activity bus. This instruction shall include, but not be limited, to the following:

1. Location of emergency exits; and
2. Use of emergency equipment.
 - a. Instruction may also include responsibilities of passengers seated next to an emergency exit.
3. Instruction on how to use the passenger restraint systems, including but not limited to the following:
 - a. Proper fastening and release of the passenger restraint system;
 - b. Acceptable placement of passenger restraint systems on students;
 - c. Times when the passenger restraint systems should be fastened and released; and
 - d. Acceptable placement of the passenger restraint systems when not in use.

Appendix L

Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy

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TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

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, El Camino Real Charter High School ("ECRCHS" 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. ECRCHS school staff ~~that~~ who 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 whom ECRCHS 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. ECRCHS 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. ECRCHS 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.

Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator (“Coordinator”):

Dean Bennett, d.bennett@ecrchs.net, (818) 595-7506
~~Daniel Chang, d.chang@ecrchs.net, (818) 595-7537~~
Emilie Larew, e.larew@ecrchs.net, (818) 595-8003
5400 Valley Circle Boulevard
Woodland Hills, CA 91367

Definitions

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs.
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school because of sex, race or any other protected basis.
- Retaliation for reporting or threatening to report harassment.
- 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. Section 1681 *et seq.*; 34 C.F.R. Section 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 ECRCHS.

ECRCHS 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. 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: (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 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:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults.
 - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - Preferential treatment or promises of preferential treatment to an 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.
- 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 of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this 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 student ⁵ 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 ~~his or her~~ the student's physical or mental health.
3. Causing a reasonable student to experience a substantial interference with ~~his or her~~ the student's academic performance.
4. Causing a reasonable student to experience a substantial interference with ~~his or her~~ the student's ability to participate in or benefit from the services, activities, or privileges provided by ECRCHS.

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 or~~ and 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:

1. A message, text, sound, video, or image.
2. A post on a social network Internet Web site including, but not limited to:
 - 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.

⁵ "Reasonable student" is defined as a student, including, but not limited to, an exceptional needs student, who exercises care, skill and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

- 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.

Formal Complaint of Sexual Harassment means a written document filed and signed by a complainant who is participating in or attempting to participate in ECRCHS’s education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that ECRCHS 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

ECRCHS has adopted the following procedures for preventing acts of bullying, including cyberbullying.

1. Cyberbullying Prevention Procedures

ECRCHS 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.

ECRCHS informs Charter School employees, students, and parents/guardians of ECRCHS's policies regarding the use of technology in and out of the classroom. ECRCHS encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

2. Education

ECRCHS employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. ECRCHS advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at ECRCHS 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.

ECRCHS'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.

ECRCHS informs ECRCHS 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

ECRCHS 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 ECRCHS employees who have regular interaction with students.

ECRCHS 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

Charter School also informs certificated employees about the groups of students determined by ECRCHS, and available research, to be at elevated risk for bullying. 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.

ECRCHS encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for ECRCHS’s students.

Grievance Procedures

1. Scope of Grievance Procedures

ECRCHS 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
- c. Submitted to the ECRCHS 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, ECRCHS will utilize the following grievance procedures in addition to its UCP when applicable.

2. 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 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:

Dean Bennett, d.bennett@ecrchs.net, (818) 595-7506
~~Daniel Chang, d.chang@ecrchs.net, (818) 595-7537~~
Emilie Larew, e.larew@ecrchs.net, (818) 595-8003
5400 Valley Circle Boulevard
Woodland Hills, CA 91367

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. ECRCHS 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 Executive 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.

ECRCHS 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 administrative designee on a case-by-case basis.

ECRCHS 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 individual designated as a coordinator, investigator or decision-maker will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

3. 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 ECRCHS's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or ECRCHS'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. ECRCHS 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 ECRCHS to provide the supportive measures.

4. Investigation and Response

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of ECRCHS, 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, to 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:

- Notice of the Allegations
 - 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:
 - 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;
 - A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
 - A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and
 - A statement that ECRCHS prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.

- Emergency Removal
 - ECRCHS 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 ECRCHS's policies.
 - ECRCHS may remove a respondent from ECRCHS's education program or activity on an emergency basis, in accordance with ECRCHS's policies, provided that ECRCHS 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.
 - This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.

- Informal Resolution
 - If a formal complaint of sexual harassment is filed, ECRCHS may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If ECRCHS offers such a process, it will do the following:
 - 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
 - Obtain the parties' advance voluntary, written consent to the informal resolution process.
 - ECRCHS will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.
- Investigation Process
 - The decision-maker will not be the same person(s) as the Coordinator or the investigator. ECRCHS shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.
 - 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.
 - 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 to gather and present 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.
 - Prior to completion of the investigative report, ECRCHS 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.
 - The investigator will complete an investigation report that fairly summarizes all 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.

- Dismissal of a Formal Complaint of Sexual Harassment
 - If the investigation reveals that the alleged harassment did not occur in ECRCHS'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 ECRCHS policy.
 - ECRCHS may dismiss a formal complaint of sexual harassment if:
 - The complainant provides a written withdrawal of the complaint to the Coordinator;
 - The respondent is no longer employed or enrolled at ECRCHS; or
 - The specific circumstances prevent ECRCHS from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
 - If a formal complaint of sexual harassment or any of the claims therein are dismissed, ECRCHS will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.

- Determination of Responsibility
 - The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
 - Determinations will be based on an objective evaluation of all relevant evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness.
 - ECRCHS will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
 - The allegations in the formal complaint of sexual harassment;
 - All 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 about the application of ECRCHS's code of conduct to the facts;
 - The decision and rationale for each allegation;
 - 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
 - The procedures and permissible bases for appeals.

5. 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 ECRCHS or termination of employment. The Coordinator is responsible for effective

implementation of any remedies ordered by ECRCHS in response to a formal complaint of sexual harassment.

6. Right of Appeal

Should the reporting individual find ECRCHS's resolution unsatisfactory, the reporting individual may, within five (5) business days of notice of ECRCHS's decision or resolution, submit a written appeal to the Executive Director, 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:

- The complainant and the respondent shall have the same appeal rights and ECRCHS will implement appeal procedures equally for both parties.
- ECRCHS will notify the other party in writing when an appeal is filed.
- 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.

7. Recordkeeping

All records related to any investigation of complaints under this Policy are maintained in a secure location.

ECRCHS 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 sexual harassment complaint and the results of that appeal.
- Records of any informal resolution of a sexual harassment complaint and the results of that informal resolution.
- All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
- 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):

I hereby authorize ECRCHS 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~~ ECRCHS:

Received by: _____ Date: _____

Follow up Meeting with Complainant held on: _____

Appendix M

Grounds for In-School Suspension, Out-of-School Suspension and Expulsion

DRAFT

GROUNDS FOR IN-SCHOOL SUSPENSION, OUT-OF-SCHOOL SUSPENSION, AND EXPULSION

A student may be suspended or expelled for prohibited misconduct if the act is related to Charter School activity or Charter School attendance occurring at any time including but not limited to: a) while on Charter School grounds; b) while going to or coming from Charter School; c) during the lunch period, whether on or off the Charter School campus; d) during, going to, or coming from a Charter School-sponsored activity. Criteria of discipline is determined using the LAUSD School Climate Bill of Rights.

A single suspension may not be issued for more than 5 consecutive school days. The total number of days for which a student, including students with a 504 Plan, may be suspended from school shall not exceed 20 days. Students with an IEP shall not be suspended for more than 10 school days in any school year.

1. Enumerated Offenses

Discretionary Suspension Offenses: Students *may* be suspended ~~for any of the following acts~~ when it is determined the pupil:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of ~~his or her~~ pupil's own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.

- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in, hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this [section policy](#), "hazing" does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for [his or her](#) own safety or for [his or her](#) immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or [his or her](#) immediate family. In-school suspension is not an option for students who have participated in such acts.

- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to pupils in any of grades 4 to 12, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in ~~subdivision (e) of Section 233 of the~~ Education Code Section 233(e) of the. This provision shall apply to pupils in any of grades 4 to 12, inclusive. In-school suspension is not an option for students who have participated in such acts.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading ~~student's~~ the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This ~~section provision~~ shall apply to pupils in any of grades 4 to 12, inclusive. In-school suspension is not an option for students who have participated in such acts.
- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) "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 student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of ~~his or her~~ their age, or for a person of ~~his or her~~ their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on ~~his or her~~ their physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with ~~his or her~~ their academic performance.
 - iv. Causing a reasonable student to experience substantial interference with ~~his or her~~ their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

- 2) “Electronic Act” means the creation and-or 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:
- i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (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 subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) 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 subparagraph (1) 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.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this policy, “cyber sexual bullying” means 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 subparagraphs (i) to (iv), inclusive, of paragraph (1). 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) For purposes of this policy, “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.

- 3) Notwithstanding subparagraphs (1) and (2) 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.
- u) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline.
 - a) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

Non-Discretionary Suspension Offenses: Students *must* be suspended and recommended for expulsion ~~for any of the following acts~~ when it is determined the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other ~~dangerous object~~ destructive device unless, in the case of possession of any object device of this type, the student ~~s~~ had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.
- b) ~~Brandishing~~ Brandished a knife at another person.
- c) Unlawfully ~~selling~~ sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
- d) ~~Committing~~ Committed or ~~attempting~~ attempted to commit a sexual assault ~~or committing a sexual battery~~ as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 ~~or~~ former Section 288a ~~of~~ f the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

Discretionary Expellable Offenses: Students *may* be recommended for expulsion ~~for any of the following acts~~ when it is determined the pupil:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.

- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her pupil's own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in, hazing. For the purposes of this subdivision policy, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section policy, "hazing" does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property which includes but is not limited to, electronic files and databases. For purposes of this section policy, "terroristic

threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for ~~his or her~~their own safety or for ~~his or her~~their immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or ~~his or her~~their immediate family.

- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this ~~section~~policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This ~~section~~ provision shall apply to pupils in any of grades 4 to 12, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in ~~subdivision (e) of Section 233 of the~~ Education Code Section 233(e). This ~~section~~ provision shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This ~~section~~ provision shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) “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 student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of ~~his or her~~their age, or for a person of ~~his or her~~their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on ~~his or her~~their physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with ~~his or her~~their academic performance.
 - iv. Causing a reasonable student to experience substantial interference with ~~his or her~~their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the creation or 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:
- i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (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 subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) 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 subparagraph (1) 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.
 - iii. An act of cyber sexual bullying.

- (a) For purposes of this policy, “cyber sexual bullying” means 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 subparagraphs (i) to (iv), inclusive, of paragraph (1). 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) For purposes of this policy, “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.
- 3) Notwithstanding subparagraphs (1) and (2) 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.
- u) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline.
- v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Dean or designee’s concurrence.

Non-Discretionary Expellable Offenses: Students *must* be recommended for expulsion ~~for any of the following acts~~ when it is determined pursuant to the procedures below that the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other ~~dangerous object~~ destructive device unless, in the case of possession of any object device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee’s concurrence.
- b) Brandishing ~~Brandished~~ a knife at another person.
- c) Unlawfully selling ~~sold~~ a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.

- d) ~~Committing-Committed~~ or ~~attempting-attempted~~ to commit a sexual assault ~~or committing a sexual battery~~ as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 ~~or~~ former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

If it is determined, in accordance with the notice and hearing procedure outlined below, that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to the Charter School's campus or to have possessed a firearm or ~~dangerous-destructive~~ device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means any explosive, incendiary, or poison gas, including but not limited to: (~~A~~) bomb, (~~B~~) grenade, (~~C~~) rocket having a propellant charge of more than four ounces, (~~D~~) missile having an explosive or incendiary charge of more than one-quarter ounce, (~~E~~) mine, or (~~F~~) device similar to any of the devices described in the preceding clauses.

IN-SCHOOL SUSPENSION

For In-School suspension, the student remains on the Charter School campus for the length of the suspension and receives academic support by a credentialed staff member for material related to all missed classes. Two types of In-School suspension are implemented at ECRCHS, class suspension and in-house suspension. Class suspension is when a student is suspended from a specific class; this may occur only once every five school days. In-house suspension is when a student is suspended from all of their classes. In-school suspension allows the student to be removed from the general student body but still receive academic support for their on-going classes.

In-School suspension takes place in the Charter School Dean's Office, under the supervision of the deans. The Dean's Office will call the student's parent/guardian to provide notice of the suspension.

Students serving In-School suspension are provided the classwork assigned by their teachers to work on during suspension. Students are also assigned an online program called “Ripple Effects,” which addresses behavioral challenges and supports positive outcomes. Students also receive support as needed during time spent in In-School suspension through counselors and/or the PSW.

In-School suspension shall not exceed five (5) consecutive school days per suspension, or twenty (20) total days per school year. For students with special needs, In-School suspension may not exceed ten (10) total days per school year.

In-School suspension is not an option for students who engage in any action that may constitute a danger to others at the Charter School, including, but not limited to:

- Caused, attempted to cause, threatened to cause, or participated in an act of hate violence;
- Engaged in harassment, threats, or intimidation school personnel or volunteers and/or a student or group of students against a pupil or group of pupils or school district personnel;
- ~~M~~Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases ~~ade terrorist threats against Charter School officials or school property, or both.~~

OUT-OF-SCHOOL SUSPENSION

A student may receive an out-of-school suspension if it is determined that the student’s presence would be a danger to others at Charter School and their removal from the Charter School is necessary. Students who are suspended continue to have access to schoolwork through Canvas, and the Dean’s Office will remain in communication with the students and parents/guardians for any schoolwork that may not be available through Canvas.

SUSPENSION PROCEDURES

Suspensions shall be initiated according to procedures described below. At all times, the Charter School will ensure that the process for investigating incidents and collecting evidence will be fair and thorough. The decision to suspend a student will be made by the Dean’s Office and/or the Administrative Director of Discipline.

Conference

Suspension shall be preceded, if possible, by a conference conducted by the Dean or designee with the student and ~~his or her~~the student’s parent/guardian and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Dean or designee.

The conference may be omitted if the Dean or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If, however, a student is suspended without this conference, both the parent/guardian and student shall be notified of the student’s right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason(s) for the disciplinary action and the evidence against him or her the student and shall be given the opportunity to present his or her their version and evidence in his or her their defense in accordance with Education Code Section 47605(c)(5)(J)(i)-. This conference shall be held within two school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization.

No penalties may be imposed on a pupil for failure of the pupil’s parent or guardian to attend a conference with school officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil’s parent or guardian at the conference.

Notice to Parents/Guardians

At the time of the suspension, the Dean or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student as well as the date the student may return to school following the suspension. If the Dean or Administrative Director of Discipline wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Dean or Administrative Director of Discipline, the pupil and the pupil’s parent/guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing.

This determination will be made by the Dean or Administrative Director of Discipline upon either of the following determinations: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's Charter School suspension will be extended pending the results of an expulsion hearing. In such instances when the [Charter School](#) has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parent/[guardians](#), unless the pupil and the pupil's parent/[guardians](#) fail to attend the conference. An extension of suspension shall not exceed the limit of twenty (20) total suspension days per school year; for students with special needs, suspension shall not exceed ten (10) total days per school year.

[Homework Assignments During Suspension:](#) ~~S~~Students who are suspended continue to have access to schoolwork through Canvas, and the Dean's Office will remain in communication with the students and parents/guardians for any schoolwork that may not be available through Canvas. [In accordance with Education Code Section 47606.2\(b\), if a homework assignment that is requested pursuant to Section 47606.2\(a\) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.](#)

Suspension Appeal: If the parent/guardian wants to appeal the suspension, the parent/guardian submits an appeal to the Administrative Director of Discipline. The appeal shall be in writing and shall be sent (either by mail, email, or in-person) to the Administrative Director of Discipline; the appeal may include any documents or evidence for consideration and in support of the appeal. The decision of the Administrative Director of Discipline will be final.

EXPULSION PROCEDURES

Authority to Expel

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled following a hearing before a neutral and impartial Administrative Panel following a hearing before it, and preceded by recommendation from the Dean. The Administrative Panel will consist of at least three members who are certificated employees of the Charter School and neither a teacher of the pupil nor a member of the Charter School's Governing Board. ECRCHS' Board will appoint an Administrative Panel. The Administrative Panel shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may expel a student found to have committed an expellable offense.

A student and his or her parents may appeal an expulsion decision by the Administrative Panel to ECRCHS' Board, which will make the final determination.

Hearing Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. If requested by the student, and unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Dean or Administrative Director of Discipline determines that the pupil has committed an expellable offense and recommends the student for expulsion.

The Administrative Panel will hold a hearing on the case, and will make a determination whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under the Family Educational Rights and Privacy Act ("FERPA")) unless the pupil makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges, and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;

8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Upon request, the notice shall be provided in any other language spoken by the parent/guardian. Also, the Charter School will furnish reasonable requests for disability-related modifications or accommodations at the hearing.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

ECRCHS may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations which shall be examined only by the Administrative Panel. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her/their right to (a) receive five (5) days' notice of his/her/their scheduled testimony, (b) have up to two (2) adult support persons of his/her/their choosing present in the hearing at the time he/she/the complaining witness testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the Administrative Panel, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she/the complaining witness may leave the hearing room.
4. The Administrative Panel may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The Administrative Panel may also limit time for taking the testimony of the complaining witness to the hours he/she/the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the Administrative Panel from removing a support person whom the presiding person finds is disrupting the hearing. The Administrative Panel may permit any one of the support persons for the complaining witness to accompany him or her/the complaining witness to the witness stand.

7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The Administrative Panel shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding chairperson of the Administrative Panel shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the chairperson of the Administrative Panel from exercising ~~his or her~~their discretion to remove a person from the hearing whom ~~he or she~~they believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the hearing room during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have ~~his/her~~their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the Administrative Panel that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A determination by the Administrative Panel to expel must be supported by substantial evidence presented at the hearing that the student committed an expellable offense.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay and sworn declarations may be admitted as testimony from witnesses of whom the Administrative Panel or the Charter School's Governing Board on appeal determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the accused pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

Expulsion Decision

The decision of the Administrative Panel shall be in the form of written findings of fact regarding the expulsion. The final decision by the Administrative Panel shall be made within ten (10) school days following the conclusion of the hearing.

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program at the Charter School.

Written Notice to Expel

The Dean or designee following a decision of the Administrative Panel to expel shall send written notice by mail and/or email of the decision to expel, including the Administrative Panel's adopted findings of fact, to the student and the student's parent/guardian. This notice shall also include the following:

1. Notice of the specific offense(s) committed by the student
2. Notice of the student's or the student's parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.
3. Notice of any appeal options
4. Information about alternative placement options
5. Information regarding the expelled student's rehabilitation plan and reinstatement/readmission rights

Right to Appeal

If a pupil is expelled, the pupil or the pupil's parent or guardian may, within 15 calendar days following the decision of the Administrative Panel to expel, file a written appeal with the Charter School's Board, requesting reconsideration of the expulsion determination.

If appealed, the Board conducts and presides over the expulsion appeal.

The Board shall hold a hearing within twenty (20) schooldays following the filing of a formal request under this section. The Board shall render a decision within three (3) school days of the appeal hearing. The decision of the Board shall be final.

Upon request, all documents regarding the appeal shall be provided in any other language spoken by the parent/guardian. Also, the Charter School will furnish reasonable requests for disability-related modifications or accommodations at the appeal hearing.

The period within which an appeal is to be filed shall be determined from the date the Administrative Panel issues its written notice of the decision to expel, even if enforcement of the expulsion action is suspended and the pupil is placed on probation. A pupil who fails to appeal the decision of the Administrative Panel within the prescribed time may not subsequently appeal the decision of the Administrative Panel.

The Charter School's Board may adopt further rules and regulations establishing procedures for expulsion appeals conducted so long as they are consistent with this section and do not violate students' due process. The adopted rules and regulations shall include, but need not be limited to, the requirements for filing a notice of appeal, the setting of a hearing date, the furnishing of notice to the pupil regarding the appeal, the furnishing of a copy of the expulsion hearing, procedures for the conduct of the hearing, and the preservation of the record of the appeal.

The parent/guardian or the pupil shall submit a written request for a copy of the supporting documents, if desired, from ECRCHS simultaneously with the filing of the notice of appeal. ECRCHS shall provide the pupil with the supporting documents and records within 10 schooldays following the pupil's written request, unless impracticable.

Closed session

The Board shall hear an appeal of an expulsion order in closed session. During closed session, if the Board admits any representative of the pupil or ECRCHS, the Board shall, at the same time, admit representatives from the opposing party.

Evidence admissible at hearing

The Board shall determine the appeal from a pupil expulsion upon the record of the hearing before the Administrative Panel, together with such applicable documentation or regulations as may be ordered.

Scope of review

The review by the Board shall be limited to the following questions:

- (1) Whether the Administrative Panel acted without or in excess of its jurisdiction.
- (2) Whether there was a fair hearing before the Administrative Panel.
- (3) Whether there was a prejudicial abuse of discretion (i.e., a failure by the Administrative Panel to properly consider relevant facts or information, such as failure to hear the testimony of a pertinent witness) in the hearing.
- (4) Whether there is relevant and material evidence which, in the exercise of reasonable diligence, could not have been produced or which was improperly excluded at the hearing before the Administrative Panel.

The Board may not recommend reversing the decision of the Administrative Panel to expel a pupil based upon a finding of an abuse of discretion unless the Board also determines that the abuse of discretion was prejudicial.

Decision of the Board

The decision of the Board shall be limited as follows:

- (a) If the Board finds that relevant and material evidence exists which, in the exercise of reasonable diligence, could not have been produced or which was improperly excluded at the hearing before the Administrative Panel, the Board may reconsider the matter and may in addition recommend the pupil be reinstated pending the reconsideration. During the reconsideration process, the student shall remain suspended.
- (b) In all other cases, the Board shall either affirm or reverse the decision of the Administrative Panel. The decision of the Board will be final.

Expelled Pupils/Alternative Education

Parents/guardians of students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. ECRCHS will provide the parent with necessary information and a list of placement options and work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

Notice to Teachers

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Policies and Procedures Regarding Rehabilitation Plan

It shall be the policy of the Charter School that at the time the Administrative Panel issues a decision to expel, it shall prepare a rehabilitation plan that is appropriate for the student based on the circumstances of their expulsion, their record at the Charter School, and areas for behavioral growth. Such a plan shall typically require a student to maintain satisfactory attendance, enrollment in a school setting, make academic progress, and not return to the Charter School campus until such time as that student may be re-enrolled. Depending on the expellable offense, counseling or other behavioral interventions may be recommended. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may reapply to the Charter School for readmission. Upon request from a student's parent or guardian, or a pupil who holds their own educational rights, the decision to readmit a student shall be made by the Administrative Panel. The Administrative Panel will determine whether the pupil has successfully completed the rehabilitation plan. The student's readmission is also contingent upon the capacity of the Charter School at the time of the student seeks readmission.

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Appendix N

Senior Prom Attendance Policy

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EL CAMINO REAL CHARTER HIGH SCHOOL

TO: All Seniors (and their guests) **DATE:** August 2020
FROM: Administration
SUBJECT: SENIOR PROM ATTENDANCE POLICY (FOR ALL STUDENTS ATTENDING PROM)

1. Objectives

- a. To improve attendance, punctuality, and student achievement.
- b. To heighten awareness of the importance of good attendance and punctuality.
- c. To reduce truancy.
- d. To curb excessive absences/tardies.

2. Policy

- a. All students who exceed 15 unexcused absences in any one class during the attendance period beginning August 10, 2020 and ending April 23, 2021, will be denied the privilege of participation in the Senior Prom. It is the responsibility of the students and parents/guardians to stay abreast of absences via AERIES. Students have 5 days after any absence to bring in a note providing a reason for the absence to be excused. After 5 days, the absence becomes a permanent unexcused absence. If there are extenuating circumstances that arise during the school year (such as severe medical illness, death in the immediate family, mental health concern, etc.) that may contribute to excessive absences, please notify your counselor immediately AND provide documentation during the absence. Authorized school activities are not included in the 15 day unexcused absence rule.

In order to attend prom:

- b. All outstanding detentions must be served.
- c. All outstanding fees and fines must be paid.
- d. No fights or vaping/drug use situations may have occurred.
- e. No suspensions or expulsions.
- f. New and transferring students must meet ECRCHS attendance requirements in order to participate in the Senior Prom.

3. Consequences

Because we are emphasizing the importance of senior attendance, seniors who exceed 15 unexcused absences (at any given time) are excluded from all Senior Activities as noted on the Senior Activity List.

4. Checkpoints

Each month starting October 2020, students (and their parents/guardians) with 5 or more unexcused absences will be notified by the Dean's Office. If applicable, a

Notice of Prom Denial will be sent once a student has 15 or more unexcused absences.

5. Appeal process

Students appealing their denial of Senior Prom need to complete the required school forms and return them completed and signed with the required documentation to their Dean. Acceptable reasons for an appeal are:

- a. Special circumstances - attach statement explaining circumstances and necessary documentation (lack of transportation, or driving siblings to school, may not be used for appeal).
- b. Error or mistake with attendance tracking – attach information regarding error and proof of attendance excusal.

Teachers may not clear absences at the time of the appeal. If you miss a class because you are working on another school-related project, you must have the teacher in charge of the project clear your absence within 5 school days of the absence. This is your responsibility.

6. General Reminders

- a. All documentation for medical, death in immediate family, and medical appointments must be original notes brought to the Counseling Office **when returning from absence. Doctor's notes may not be brought in at the time of appeal.** All documentation must be provided to the Appeals Committee at the time of the appeal. Administration gives final approval on all appeals.
- b. **Truancies are not appealable under any circumstances.**
- c. Forgeries of any document may result in loss of appeal process.
- d. In order to purchase a prom ticket, this form must be signed by student and parent/guardian.

For more information about ECRCHS' attendance policy, please request a copy of the complete Attendance Policy from the main office.

Student Name (please print): _____

Signature: _____ Date: _____

Parent/Guardian Name (Please Print): _____

Signature: _____ Date: _____

Appendix O

Immunization Policy

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IMMUNIZATION POLICY

El Camino Real Charter High School (“ECRCHS” or the “Charter School”) ~~will adhere~~s to all laws related to legally required immunizations for entering students pursuant to Health and Safety Code Sections 120325-120380, and Title 17, California Code of Regulations Sections 6000-6075.

Required Immunizations, Records and Reports

California law requires that an immunization record be presented to ECRCHS staff before a child can be unconditionally enrolled in school. Entering students who are not exempt must provide ECRCHS ~~with~~requires written verification from a doctor or immunization clinic of the following immunizations:

~~Entering students who are not exempt will need the following immunization requirements:~~

Child’s Grade	Immunization	Dosage
<u>Entering Kindergarten TK/K-12</u> ⁶	Diphtheria, Pertussis, and Tetanus (DTaP)	Five (5) doses
	Polio	Four (4) doses
	Measles, Mumps, and Rubella (MMR)	Two (2) doses
	Hepatitis B (Hep B)	Three (3) doses
	Varicella (chickenpox)	Two (2) doses
Entering 7 th Grade ⁷	Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap)	One (1) dose
	Varicella	Two (2) Doses

⁶ **NOTE:** Four doses of DTaP are allowed if one was given on or after the fourth birthday. Three doses meet the requirement if at least one dose of Tdap, DTaP, or DTP vaccine was given on or after the seventh birthday (also meets the 7th-12th grade Tdap requirement.) One or two doses of Td vaccine given on or after the seventh birthday count towards the requirement. Three doses of Polio are allowed if one was given on or after fourth birthday. MMR doses must be given on or after first birthday. Two doses of measles, two doses of mumps, and one dose of rubella vaccine meet the requirement, separately or combined. Combination vaccines (e.g., MMRV) meet the requirements for individual component vaccines.

⁷ **NOTE:** In order to begin seventh grade, students who had a valid personal belief exemption on file with a public or private elementary or secondary school in California before January 1, 2016 must meet all requirements for the children 7-17 years old TK/K-12 grade levels (i.e., polio, MMR, chickenpox/varicella and primary series for diphtheria, tetanus, and pertussis), **in addition to** the seventh grade requirements for Tdap (at least one dose of pertussis-containing vaccine on or after the seventh birthday) and two (2)

Verification of immunizations will be completed with written medical records from the child’s doctor or immunization clinic. Immunization records shall be part of the mandatory permanent pupil record and shall be kept in accordance with ECRCHS’s Educational Records and Student Information Policy. Charter School will file a written report on the immunization status of all new entrants to ECRCHS with the California Department of Public Health (“CDPH”), on at least an annual basis, as required by law.

Any child leaving the United States for a short vacation to or long stay in any country considered by the Center of Disease Control and Prevention (“CDC”) to have increased risk of TB exposure MUST contact the County Tuberculosis Clinic for a TB Screening upon return.

ECRCHS shall immediately admit a foster child, as defined in Education Code Section 48853.5(a), and a homeless child, as defined in Section 11434a(2) of Title 42 of the United States Code, even if the foster or homeless child’s immunization records are not available or are missing. However, this does not alter ECRCHS’s obligation to obtain immunization records for foster and homeless students or to ensure the full immunization of foster and homeless students as required by law.

If Charter School discovers that an admitted student who was previously believed to be in compliance with the immunization requirements is subsequently discovered to not be in compliance with either the unconditional admission requirements or the conditional admission requirements, ECRCHS will notify the student’s parent/guardian of: 1) the time period within which the doses must be received, which may be no more than ten (10) school days after notification; and 2) that the student shall continue in attendance only if the parent/guardian provides documentation that the immunization requirements have been met within the time period designated by ~~the School~~ECRCHS. If the student does not provide documentation of having received all required immunizations within the time period designated by ~~the School~~ECRCHS, ECRCHS shall exclude this student from attendance. The student shall remain excluded from Charter School until the student provides proper documentation of the student’s compliance with the immunization requirements is fully immunize_d as required by law.

The Executive Director, or designee, may arrange for a licensed physician or a qualified registered nurse to administer immunizations at Charter School to any student whose parent/guardian has consented in writing.

Conditional Admittance Admission

Students may be conditionally admitted in accordance with Health and Safety Code Section 120340 and Title 17, California Code of Regulations Section 6035. The Executive Director or designee shall notify the student’s parents/guardians of the date

doses of Varicella (varicella requirement for seventh grade advancement expires after June 30, 2025).

by which the student must complete all the remaining doses. The Executive Director or designee shall review the immunization record of each student admitted conditionally at least every thirty (30) days from the date of admission until that student has received all the required immunizations or submitted a valid exemption. If a student conditionally admitted fails to fulfill the conditions of admission, ECRCHS will prohibit the student from further attendance until that student provides proper documentation of the student's compliance with the immunization requirements ~~has been fully immunized~~ as required by law.

Documentary Proof

The Executive Director or designee shall maintain the student's immunization information in the student's mandatory permanent record and shall file annual immunization status reports as required by the California Department of Public Health CDPH.

Exemptions from Immunization Requirements

All students must be fully immunized in accordance with the California Health and Safety Code, the California Code of Regulations, and this Policy with the following exceptions:

1. Students who show proof of a medical exemption by a physician licensed to practice medicine in California pursuant to Health and Safety Code Section s 120370-120372.
 - a. Commencing January 1, 2021, the California Department of Public Health CDPH standardized medical exemption form shall be the only documentation of a medical exemption that ~~the School~~ ECRCHS shall accept.
 - b. On and after July 1, 2021, ~~the School~~ ECRCHS shall not unconditionally admit or readmit, or admit or advance any student to 7th grade, unless the student has been fully immunized or files a California Department of Public Health CDPH standardized medical exemption form as required by law.
 - c. Medical exemptions ~~issued before January 1, 2020 will continue to~~ remain valid until the earliest of: 1) the child's enrollment ~~child enrolls~~ in the next grade span, as defined below; 2) the expiration date specified in a temporary medical exemption, which shall not exceed one year; or 3) revocation of the exemption pursuant to Health and Safety Code Section 120372.

2. Students who are enrolled in a home-based private school or independent study program and do not receive any classroom-based instruction.
 - a. A student who has not received all of the required immunizations will not be eligible to attend classes at a Charter School resource center unless

the student is otherwise exempt under #1 or #3.

3. Students who, prior to January 1, 2016, submitted a letter or affidavit on file at a private or public elementary or secondary school in California stating beliefs opposed to immunization, and who provides said letter or affidavit to the ECRCHS, shall be allowed to enroll at the Charter School without being fully immunized until the student enrolls in the next grade span, as defined below, pursuant to Health and Safety Code Section 120335(g).

“Grade span” means each of the following:

1. Birth to Preschool.
2. Kindergarten and grades 1 to 6, inclusive, including transitional kindergarten.
3. Grades 7 to 12, inclusive.

If there is good cause to believe that a child has been exposed to a disease listed in subdivision (b) of Health and Safety Code Section 120335(b) and his or her the child's documentary proof of immunization status does not show proof of immunization against that disease, that child may be temporarily excluded from the School ECRCHS until the local health officer is satisfied that the child is no longer at risk of developing or transmitting the disease.

This Policy does not prohibit a student who qualifies for an individualized education program (“IEP”), pursuant to federal law and Education Code Section 56026, from accessing any special education and related services required by the student’s IEP.

Appendix P

Administration of Medication Policy

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ADMINISTRATION OF MEDICATION POLICY

El Camino Real Charter High School (“ECRCHS” or the “Charter School”) staff is responsible for overseeing the administration of medication to students attending ECRCHS during the regular school day. ECRCHS shall follow the practices delineated in this policy to ensure the safety of its students and the legal protection of its employees.

Definitions

- “Authorized health care provider” means an individual who is licensed by the State of California to prescribe medication.
- “Authorizing physician and surgeon” may include, but is not limited to, a physician and surgeon employed by, or contracting with, a local educational agency, a medical director of the local health department, or a local emergency medical services director.
- “School nurse” means an individual who is currently a credentialed and licensed registered nurse employed by the Charter School.
- “Other designated Charter School personnel” means an individual employed by the Charter School who has (1) has consented to assist/administer medication to students and (2) may legally assist/administer the medication to students.
- “Medication” includes prescription medication, over-the-counter remedies, nutritional supplements, and herbal remedies.
- “Opioid antagonist” means naloxone hydrochloride (“NARCAN”) or another drug approved by the federal Food and Drug Administration (“FDA”) that, when administered, negates or neutralizes in whole or in part the pharmacological effects of an opioid in the body, and has been approved for the treatment of an opioid overdose.
- “Regular school day” includes during school hours, before- or after-school programs, field trips, extracurricular or co-curricular activities, and camps or other activities that typically involve at least one (1) overnight stay from home.

Administration of Medication with Charter School Assistance

Education Code Section 49423 provides that any student who is required to take, during the regular school day, medication (prescribed or over-the-counter) ordered for the student by an authorized health care provider may be assisted by the school nurse or other designated school personnel if El Camino Real Charter High School (“ECRCHS”) receives:

1. A written statement from ~~an the student's~~ authorized health care provider licensed by the State of California to prescribe medications detailing the name of the medication, the method, amount, and time schedules by which such medication is to be taken; and
- 1.2. A written statement from the parent or guardian of the student indicating the desire that ECRCHS assist the student in the matters set forth in the health care provider's statement.

The written statements specified in this policy shall be provided at least annually and more frequently if the medication, dosage, frequency of administration, or reason for administration changes.

~~Students may not carry or use medication on campus without written consent. However, students may carry and self-administer certain medication (e.g., inhaled asthma medication or auto-injectable epinephrine ("EpiPen") medication) if ECRCHS receives the appropriate documentation. This includes:~~

- ~~1. A written statement from the authorized health care provider detailing the name of medication, method, amount and time schedules by which the medication is to be taken, and confirming that the student is able to self-administer the medication; and~~
- ~~2.1. A written statement from the parent or guardian of the student consenting to the self-administration, providing release for the school nurse or other health care personnel to consult with the health care provider of the student regarding any questions that may arise with regard to the medication, and releasing ECRCHS and school personnel from civil liability in the case of adverse reaction.~~

~~Certain Asthma Action Plans may be sufficient for students to carry and self-administer asthma medication at school. The required forms are available from the school nurse. School health personnel do not prescribe or give advice regarding medication. The primary responsibility for the administration of medication rests with the parent/guardian, student and medical professional.~~

Administration of Auto-Injectable Epinephrine or Inhaled Asthma Medication

~~Students may not carry or use medication on campus without written consent. However, students may carry and self-administer certain medication (e.g., inhaled asthma medication or auto-injectable epinephrine ("EpiPen") medication) if ECRCHS receives the appropriate documentation. This includes:~~

- ~~1. A written statement from the student's authorized health care provider detailing the name of the medication, method, amount and time schedules by which the medication is to be taken, and confirming that the student is able to self-administer the medication; and~~

2. A written statement from the parent or guardian of the student consenting to the self-administration, providing release for the school nurse or other health care personnel to consult with the health care provider of the student regarding any questions that may arise with regard to the medication, and releasing ECRCHS and school personnel from civil liability in the case of adverse reaction.

ECRCHS may elect to observe and document the student's ability to safety and competently self-carry and self-administer prescription medication as directed by the authorized health care provider. A pupil may be subject to disciplinary action if that pupil uses EpiPen or inhaled asthma medication in a manner other than as prescribed.

Any pupil requiring insulin shots must establish a plan for administration of insulin shots with the Executive Director in consultation with the parent or guardian and the pupil's medical professional.

Certain Asthma Action Plans may be sufficient for students to carry and self-administer asthma medication at school. The required forms are available from the school nurse. School health personnel do not prescribe or give advice regarding medication.

Staff Training and Emergency Response

Additional information about staff trainings and the Charter School's response to emergencies can be located within the Comprehensive School Safety Plan.

A. Response to Anaphylactic Reaction

The school nurse or trained personnel who have volunteered may use an EpiPen to provide emergency medical aid to persons suffering, or reasonably believed to be suffering from, an anaphylactic reaction. Charter School will ensure it has the appropriate type of EpiPen on site (i.e., regular or junior) to meet the needs of its students. ECRCHS will ensure staff properly store, maintain, and restock the EpiPen as needed.

Charter School will ensure any Charter School personnel who volunteer are appropriately trained regarding the storage and emergency use of an EpiPen. Adequate training shall include all of the following:

1. Techniques for recognizing symptoms of anaphylaxis.
2. Standards and procedures for the storage, restocking, and emergency use of EpiPens.
3. Emergency follow-up procedures, including calling the emergency 911 telephone number and contacting, if possible, the student's parent(s)/guardian(s) and physician.

4. Recommendations on the necessity of instruction and certification in cardiopulmonary resuscitation.
5. Instruction on how to determine whether to use an adult EpiPen or a EpiPen, which shall include consideration of a student's grade level or age as a guideline of equivalency for the appropriate student weight determination.
6. Written materials covering the information required pursuant to the training.

ECRCHS will distribute an annual notice to all staff describing the request for volunteers who will be trained to administer an EpiPen to a person if that person is suffering, or reasonably believed to be suffering from, anaphylaxis. The annual notice shall also describe the training the volunteer will receive.

B. Response to a Diabetic or Hypoglycemic Emergency

ECRCHS provides Charter School personnel with voluntary emergency medical training on how to provide emergency medical assistance to students with diabetes suffering from severe hypoglycemia. The volunteer personnel shall provide this emergency care in accordance with standards established herein and the performance instructions set forth by the licensed health care provider of the student. A Charter School employee who does not volunteer or who has not been trained pursuant to this Policy may not be required to provide emergency medical assistance.

Training by a physician, credentialed school nurse, registered nurse, or certificated public health nurse according to the standards established pursuant to this section shall be deemed adequate training. Training established shall include all of the following:

1. Recognition and treatment of hypoglycemia.
2. Administration of glucagon.
3. Basic emergency follow-up procedures, including, but not limited to, calling the emergency 911 telephone number and contacting, if possible, the student's parent or guardian and licensed health care provider.

A Charter School employee shall notify the Executive Director if the employee administers glucagon pursuant to this Policy.

All materials necessary to administer the glucagon shall be provided by the parent or guardian of the student.

In the case of a student who is able to self-test and monitor their own blood glucose level, upon written request of the parent or guardian, and with authorization of the licensed health care provider of the student, a student with diabetes shall be permitted to test their own blood glucose level and to otherwise provide diabetes self-care in the classroom, in any area of the Charter School or Charter School grounds, during any

Charter School-related activity, and, upon specific request by a parent or guardian, in a private location.

Designated staff shall establish emergency procedures for specific medical conditions that require an immediate response (i.e., allergies, asthma, diabetes).

C. Response to an Opioid Overdose

ECRCHS provides Charter School personnel with voluntary emergency medical training on the administration of opioid antagonists to students exhibiting potentially life-threatening symptoms, or reasonably believed to be suffering, from an opioid overdose at school or a school activity. ECRCHS will ensure staff properly store, maintain, and restock opioid antagonists as needed.

Training shall include all of the following:

1. Techniques for recognizing symptoms of an opioid overdose.
2. Standards and procedures for the storage, restocking, and emergency use of naloxone hydrochloride or another opioid antagonist.
3. Basic emergency follow-up procedures, including, but not limited to, a requirement for the school or charter school administrator or, if the administrator is not available, another school staff member to call the emergency 911 telephone number and to contact the student's parent(s)/guardian(s).
4. Recommendations on the necessity of instruction and certification in cardiopulmonary resuscitation.
5. Written materials covering the information required pursuant to the training.

The Executive Director shall distribute an annual notice to all staff regarding volunteering for training to administer opioid antagonists and a volunteer's right to rescind their offer to volunteer.

Storage and Record Keeping Guidelines:

- ~~• The primary responsibility for the administration of medication rests with the parent/guardian, student and medical professional.~~
- ~~• Medication shall be administered only during school hours if determined by a physician to be necessary.~~
- Designated staff shall keep records of medication administered at ECRCHS.
 - The medication log may include the following:
 - Student's name.
 - Name of medication the student is required to take.
 - Dose of medication.
 - Method by which the student is required to take the medication.
 - Time the medication is to be taken during the regular school day.
 - Date(s) on which the student is required to take the medication.
 - Authorized health care provider's name and contact information.

- A space for daily recording of medication administration to the student or otherwise assisting the student in administration of the medication, such as date, time, amount, and signature of the individual administering the medication or otherwise assisting in administration of the medication.
- All medication will be kept in a secure and appropriate storage location and administered per physician's instructions by appropriately designated staff.
- Designated staff shall return all surplus, discontinued or outdated medication to the parent/guardian upon completion of the regimen or prior to extended holidays. If the medication cannot be returned, it will be disposed of at the end of the school year.
- ~~• The written statements specified in this policy shall be provided at least annually and more frequently if the medication, dosage, frequency of administration, or reason for administration changes.~~
- ~~• A pupil may be subject to disciplinary action if that pupil uses EpiPen or inhaled asthma medication in a manner other than as prescribed.~~
- ~~• Any pupil requiring insulin shots must establish a plan for administration of insulin shots with the Executive Director in consultation with the parent or guardian and the pupil's medical professional.~~

Appendix Q

Comprehensive Sexual Health Education Policy

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COMPREHENSIVE SEXUAL HEALTH EDUCATION POLICY

ECRCHS is required to:

1. Provide students with the knowledge and skills necessary to protect their sexual and reproductive health from unintended pregnancies and sexually transmitted diseases.
2. Provide students with the knowledge and skills they need to ~~Encourage all students to~~ develop healthy attitudes about adolescent growth and development, body image, gender ~~roles~~, sexual orientation, dating, marriage, and family.
3. To promote understanding of sexuality as a normal part of human development
4. To ensure pupils have integrated, comprehensive, accurate, and unbiased sexual health and HIV prevention instruction and provide educators with clear ~~tells~~ tools and guidance to accomplish that end.
5. To provide pupils with the knowledge and skills necessary to have healthy, positive, and safe relationships and behaviors.

ECRHCS encourages students to communicate with their parents or guardians about human sexuality and sexually transmitted infections/diseases and respects the rights of parents or guardians to supervise their children's education on these subjects. Furthermore, we have established procedures that make it easy for parents and guardians to review materials and evaluation tools related to comprehensive sexual health education and HIV/AIDS prevention education so that they can decide whether or not to have their child participate in all or part of the instruction or evaluation. In this regard, we honor the principle that parents and guardians have the ultimate responsibility for imparting values regarding human sexuality to their children.

Parent permission is not required for participation in comprehensive sexual health education and HIV prevention education. A parent or guardian of a student has the right to excuse the student from all or part of comprehensive sexual health education, HIV/AIDS prevention education, and assessments related to that education under the following conditions:

1. At the beginning of each school year or, for a student who enrolls later, at the time of enrollment, ~~teachers~~ notify parents or guardians about instruction in sexual health education and HIV/AIDS prevention education and research on student health behaviors that will be used in instruction. The notice to parents or guardians will include all advise parents/guardians of the following information:
 - a. That the written and audiovisual educational al materials used in comprehensive sexual health education and HIV/AIDS prevention education are available for inspection.
 - b. That ECRHCS ~~we~~ may teach comprehensive sexual health education and HIV/AIDS prevention education using school personnel or outside consultants and if by outside consultants, the parent or guardian must be further informed that ECRHCS ~~the school~~ may provide such instruction in

the classroom or in an assembly using guest speakers and in either instance must further inform the parent or guardian of (a) the date of the instruction; (b) the name of the organization or affiliation of each guest speaker or speakers; and (c) the right of the parent or guardian to request a copy [of Education Code sections 51938, 51933 and 51934](#).

Furthermore, if the arrangements for such instruction by outside consultants or guest speakers are made after the beginning of the school year, the notice to parent or guardian must be made by mail or another commonly used method of notification, no fewer than 14 days before the instruction is delivered.

- c. That the parent or guardian has the right to request a copy of Chapter 5.6 California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act and/or a copy of this Policy.
 - d. That the parent or guardian may request in writing that [his/her/the parent's or guardian's](#) child not receive comprehensive sexual health education or HIV/AIDS prevention education.
2. Schools must continue to meet the requirements of Education Code Section 51513 which states that no [test](#), questionnaire, survey, or examination containing any question about the student's personal beliefs or practices in sex, family life, morality, or religion or any questions about the student's parents' or guardians' beliefs and practices in sex, family life, morality, and religion can be administered to any student in Grades K-12 unless the parent or guardian of the student is notified in writing that this test, questionnaire, survey, or examination is to be administered and the parent or guardian of the pupil gives written permission for the student to participate in the activity. ECRCHS may, according to [the California Healthy Youth Act](#)~~this Act~~, administer in Grades 9-12 anonymous, voluntary, and confidential research and evaluation tools to measure students' health behaviors and risks, including tests, questionnaires, and surveys containing age-appropriate questions about the students' attitudes concerning or practices relating to sex if the parent or guardian is notified in writing that this test, questionnaire, or survey is to be administered and the parent or guardian is given the opportunity to review the material and to request in writing that [his or her/their](#) child not participate. ECRCHS shall not require active parental consent ("opt-in") for these tests, questionnaires or surveys.

A student must not attend any class in comprehensive sexual [health](#) education or [f](#) HIV/AIDS prevention education or participate in any anonymous, voluntary, and confidential test, questionnaire, or survey on student health behaviors and risks if the school has received a written request from the student's parent or guardian excusing the student from participation.

A student may not be subject to disciplinary action, academic penalty, or other penalty if the student's parent or guardian declines to permit the student to receive comprehensive sexual health education or HIV/AIDS-prevention education or to

participate in anonymous, voluntary, and confidential tests, questionnaires, or surveys on student health behaviors and risks.

While comprehensive sexual health education, HIV/AIDS prevention education, or an anonymous, voluntary, and confidential test, questionnaire, or survey on student health behaviors and risks is being administered, an alternative educational activity must be made available to students whose parent or guardian has requested that they not receive the instruction or participate in the test, questionnaire, or survey.

Authorized Comprehensive Sexual Health Education

1. ECRCHS will provide comprehensive sexual health education - which means education regarding human development and sexuality, including education on pregnancy, family planning, and sexually transmitted diseases - at least once during grades 9 -12, inclusive.
2. ECRCHS may use trained Charter School personnel or outside consultants who know the most recent medically accurate research on human sexuality, healthy relationships, pregnancy, HIV and other sexually transmitted diseases. The instruction must meet the following requirements:
 - a. The instruction and the materials used to teach must be suitable for the intellectual, emotional, and behavioral ability of students of the age being taught.
 - b. All information taught must be medically accurate and objective, meaning it must be verified or supported by research conducted in the scientific method, reviewed by scientific peers, and recognized as accurate and objective by federal agencies and professional organizations with expert knowledge in health matters.
 - c. Instruction and materials must be available on an equal basis to a student who is an English learner (described in subdivision (a), Section 306) consistent with the existing curriculum and alternative options for an English learner.
 - d. Instruction and materials must be appropriate for use with students of all races, genders, sexual orientations, ethnic and cultural background, and students with disabilities.
 - e. Instruction and materials must be appropriate for students with disabilities through modified curriculum, materials, instructional format, auxiliary aids, and other means.
 - f. Instruction and materials shall not reflect or promote bias against any person on the basis of any category protected by Section 220.
 - g. Instruction and materials shall affirmatively recognize that people have difficult-different sexual orientations and, when discussing or providing examples of relationships and couples, shall be inclusive of same-sex relationships.
 - h. Instruction and materials shall teach pupils about gender, gender expression, gender identity, and explore the harm of negative gender stereotypes.

- g.i. Instruction and materials must encourage students to talk with their parents or guardians about human sexuality and provide the knowledge and skills necessary to do so.
- j. Instruction and materials must teach the value of and prepare pupils to have and maintain respect for marriage and committed relationships such as marriage.
- h.k. Instruction and materials shall provide pupils with knowledge and skills they need to form healthy relationships that are based on mutual respect and affection, and are free from violence, coercion, and intimidation.
- h.l. Instruction and materials shall provide pupils with knowledge and skills for making and implementing healthy decisions about sexuality, including negotiation and refusal skills to assist pupils in overcoming peer pressure and using effective decision-making skills to avoid high-risk activities.
- j.m. Instruction and materials may not teach or promote religious doctrine.
- k.n. Instruction and materials must teach that not ~~having sexual intercourse~~engaging in sexual activity or using injectable drugs is the only certain way to prevent sexually transmitted diseases and that not having sexual intercourse is the only certain way to prevent unintended pregnancy. The instruction shall provide information ~~has that delaying sexual activity has~~ other personal and social benefits, as well. Also, instruction and materials must provide medically accurate information on other methods of preventing pregnancy and sexually transmitted diseases.
- t.o. Instruction and materials must provide information about sexually transmitted diseases, including how they are and are not transmitted, the effectiveness and safety of all federal Food and Drug Administration (“FDA”) approved methods of reducing the risk of contracting sexually transmitted diseases, including use of antiretroviral medication, -and information on local sources for testing and medical care for sexually transmitted diseases.
- m.p. Instruction and materials must provide information about the effectiveness and safety of all FDA approved contraceptive methods in preventing pregnancy, including emergency contraception, and other approved means. Instruction on pregnancy shall include an objective discussion of all legally available pregnancy outcomes.
- n.q. Instruction and materials must provide students with the knowledge and skills for making and carrying out responsible decisions about sexuality.
- o.r. Instruction and materials must provide students with information on the fact that a parent or other person who surrenders physical custody of a baby ~~three days old~~72 hours or younger at a lawfully identified hospital or “safe-surrender site” will not be prosecuted, as detailed in Section 1255.7 of the Health and Safety Code and Section 271.5 of the Penal Code.
- p.s. Information about sexual harassment, sexual assault, sexual abuse, and human trafficking.
- q.t. Information about adolescent relationship abuse and intimate partner violence, including the early warning signs thereof.

ACQUIRED IMMUNE DEFICIENCY SYNDROME (“AIDS”) EDUCATION

ECRCHS is required to instruct students in grades 9 to 12 in AIDS prevention at least once in high school, unless the parent or guardian requests that the pupil not attend such instruction. AIDS education may be covered in health, home economics, science, and social science courses. The teacher of each course must notify parents or guardians that students will receive such instruction in his or her class.

HIV/AIDS prevention education must accurately reflect the latest information and recommendations from the Surgeon General, the federal Centers for Disease Control and Prevention, and the National Academy of Sciences, and must include the following:

- Information on the nature of HIV/AIDS, and other sexually transmitted infections, and their effect on the human body.
- Information on the manner in which HIV and other sexually transmitted infections are and are not transmitted and on activities that present the highest risk of infection.
- Information about the effectiveness and safety of reducing the risk of HIV transmission as a result of injection drug use by decreasing needle use and needle sharing.
- Information about the treatment of HIV and other sexually transmitted infections, including how antiretroviral therapy can dramatically prolong the lives of many people living with HIV and reduce the likelihood of transmitting HIV to others.
- Discussion of methods to prevent or reduce the risk of contracting HIV and other sexually transmitted infections and instruction that emphasizes that sexual abstinence, monogamy, avoidance of multiple sexual partners, and avoidance of intravenous drug use are the most effective means of HIV/AIDS prevention and that includes statistics on the latest medical information on the success and failure rates of condoms and other contraceptives in preventing sexually transmitted HIV infection and on methods that may reduce the risk of HIV transmission from intravenous drug use.
- Discussion of the public health issues associated with HIV/AIDS.
- Information on how to access local resources for HIV testing and medical care, sexual and reproductive health care such as testing and medical care for HIV and other sexually transmitted infections and pregnancy prevention and care, as well as local resources for assistance with sexual assault and intimate partner violence.
- Instruction on the development of refusal skills to help students overcome peer pressure and use effective decision-making skills to avoid high-risk activities.
- Discussion about societal views on HIV/AIDS and instruction that emphasizes understanding of stereotypes, myths about people with HIV/AIDS, and compassion for people living with HIV/AIDS. This instruction shall emphasize that successfully treated HIV-positive individuals have a normal life expectancy, all people are at some risk of contracting HIV, and the only way to know if one is HIV-positive is to get tested.

PARENT/GUARDIAN ANNUAL NOTIFICATION REGARDING CONDOM AVAILABILITY PROGRAM

HIV/AIDS and sexually transmitted diseases are an ongoing concern in our community. Public health statistics and reports indicate that increasing numbers of young people in their early teens are becoming involved in behavior that puts them at risk for infection. While ECRCHS does offer education which emphasizes abstinence as the only one hundred percent effective method of preventing infection, the proper use of a condom does provide some protection against sexual transmission of the HIV/AIDS virus.

ECRCHS has elected to follow LAUSD policy to make condoms available for students unless their parents contact the school nurse in writing denying permission. In making condoms available, ECRCHS assumes no liability. Parent/guardians who do not wish their son/daughter/student to be able to obtain condoms through the Charter School's Condom Availability Program, can make their preference known on the HIV/AIDS Prevention Parent/Guardian Consent Form which is distributed at the time of enrollment, or at any time by submitting a written letter to the school nurse.

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Appendix R

Approved Pesticide Product List

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Appendix S

Parental Involvement Policy

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SCHOOL PARENTAL INVOLVEMENT POLICY

The Parent Involvement Policy was developed jointly and approved by parents, teachers and administrators and distributed to all parents of participating students, teachers and to our community. This policy is updated annually through the School Site Council (“SSC”) with parental, teacher and administrative collaboration.

A. El Camino Real Charter High School Expectations and Objectives

In establishing the Charter School’s expectations and objectives for meaningful parent and family involvement, El Camino Real Charter High School (“ECRCHS” or the “Charter School”) has established the following practices:

1. ECRCHS involves parents and family members in the joint development of the Charter School’s Parent and Family Engagement Plan.
2. ECRCHS 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.
3. ECRCHS coordinates and integrates parent and family engagement strategies to the extent feasible and appropriate, with other relevant federal, state, and local laws and programs.
4. ECRCHS 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. This Includes revisiting the plan at least annually with a focus on how the measures taken affected achievement data.
5. ECRCHS 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 English proficiency, have limited literacy, or are of any racial or ethnic minority background).
6. ECRCHS 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.

7. ECRCHS conducts, with the meaningful involvement of parents and family members, an annual evaluation of strategies to support successful Charter School and family interactions.
8. ECRCHS 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.
9. ECRCHS involves parents in the activities of the Charter School to adequately represent the needs of the population.

B. Policy Involvement

To involve parents in the Title I program at ECRCHS the following practices have been established:

1. Annual Meetings: Convene annual Title I meetings to inform parents of the program. Inform parents of all meetings for the School Site Council and English Learner Advisory Committee. Encourage and invite all parents to attend.
2. Flexible Meetings: Meetings shall be offered at convenient dates and times and child care will be provided to facilitate attendance by parents. Ensure that all information related to school and parent programs, meetings and other activities is distributed to parents in a format and in a language the parents can understand.
3. Planning/Review of Programs: Parents will be informed of their school's participation in Title I, the Requirements of Title I, and the Rights of Parents to be involved. Parents will be involved in planning, reviewing and improving the Parent Involvement Policy and Parent-School Compact.
4. Timely Information - ECRCHS will:
 - a. Inform parents about the goals and purposes of Title I, any Title I programs at the school, the curriculum used in the programs, the academic assessments used to measure student progress, and the proficiency levels students are expected to meet and all standardized test results.
 - b. If requested by parents, provide opportunities for regular meetings where parents may offer suggestions and ask questions regarding Title I policies and programs.
5. Suggestions: If the Title I plan is not satisfactory to the parents, submit any parent comments on the school's plan when it is submitted and provide a timely response to parents' suggestions and questions.

C. School-Parent Compact: Shared Responsibilities for High Student Academic Achievement

ECRCHS 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 items:

1. ECRCHS and parents will build and develop a partnership to promote and sustain student academic achievement.
2. With regard to the school’s responsibility to provide high quality curriculum and instruction, the school will:
 - a. Employ a wealth of rich, research-based teaching strategies to deliver a challenging, standards-based curriculum, combining A-G academic requirements.
3. With regard to the school’s responsibilities to provide a supportive and effective learning environment including communications with parents, the school will:
 - a. Teach grade level skills and concepts satisfying A-G requirements.
 - b. Provide high quality curriculum and instruction utilizing research-based teaching strategies to deliver a challenging, standards-based curriculum⁸
 - c. Strive to address the individual needs of students.
 - d. Communicate clear standards-based criteria for proficiency to parents through initial letters home, ongoing written and verbal parent communications, periodic teacher conferences throughout the academic year and progress reports and report cards.
 - e. Continue to communicate to parents in through Aeries regarding their student’s attendance, tardies, and missing homework and class work.
 - f. Continue to communicate to students and parents about the availability and the importance of participation in the intervention plan for struggling students and monitor student participation and progress.
 - g. Provide a safe, positive and healthy learning environment for all students.
4. With regard to the shared responsibilities of parents to support academic achievement at home, the parent will, to the best of the parent’s ability:
 - a. Motivate and encourage students to complete homework.
 - b. Motivate and encourage students to engage in reading activities for at least 20 – 30 minutes every day.
 - c. Review all school communications, respond if needed by telephone, e-mail, in writing, or in person and promptly return all necessary documents.
 - d. Attend Back-to-School events and other school events.

⁸ For a copy of the ECRCHS prospectus of curriculum, please contact our main office or Executive Director.

- e. Sign and return all school documents.
 - f. Provide a quiet place/time for student to do homework.
 - g. Make sure student gets adequate sleep and has a healthy diet.
 - h. Support the school's/district homework, discipline and attendance policies.
5. With regard to the parent's responsibility to monitor the student's homework, the parent shall:
- a. Review the student's agenda, website for teachers posting assignments, or communicating with the teacher. All freshman students are provided with agendas, to record homework and school-to-home communications.
 - b. Review all school communications.
6. With regard to the shared student responsibilities in their own academic success, the student shall:
- a. Attend class on time every day
 - b. Inform parent or guardian assignments and homework
 - c. Return completed homework on time
 - d. Return all signed school documents including progress reports
 - e. Be responsible for own behavior
 - f. Be a cooperative learner
 - g. Ask for help when needed
7. Parents are encouraged to participate in the various educational programs by personal observations at school and through our highly organized communication program. Some of the ways in which our school communicates with parents include:
- a. A phone message detailing events at our school.
 - b. Mandated information literature mailed home, through our web page and phone message system will be utilized more frequently.
 - c. Faculty/Staff voice mail to insure communication between parents and staff.
 - d. ECRCHS's website offers a wealth of features, including access to grades, teacher created websites, and updated school information.
8. In regard to frequent reports to parents on their child's progress, the school will:
- a. Make student data available from CELDT, along with state summative data.
 - b. Encourage parents to access the Internet to see if their child is in school and in class via Aeries, a web-based program.
9. ECRCHS enables reasonable access to staff by transferring parent calls to faculty voice mail, scheduling parent-teacher conferences during conference periods, scheduling observation visits, hosting Back-to-School Night, and other school events.

D. Building Capacity for Involvement

ECRCHS engages 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, ECRCHS has established the following practices:

1. **Data Assistance:** Data is shared at parent meetings and parents are instructed in the understanding and use of test scores, state academic standards, and/or state/local assessments to determine needs and encourage participation in intervention programs. Parents are trained on [tracking their child's progress and interpreting their own student's achievement test scores in their own language.](#)

2. **Materials and Training:** ECRCHS is dedicated to providing parent training opportunities for all families. These training opportunities are all designed to provide parents with the needed information to enhance student performance. Activities available to parents include:
 - a. Informational meetings sponsored by our Bilingual, Title I, and School Site Councils.
 - b. When the school budget permits, Parent Literacy classes conducted at EL Camino Real Charter High School. The eight-week program provides our parents with workshops, which focus on school and family related topics.
 - c. The SSC and ELAC as well as other committees provide parent workshops regarding graduation requirements, post-secondary options, college requirements (courses, GPA, tests), financial aid opportunities, and parent roles in increasing student college attendance.

3. **Communication:** To ensure the effective involvement of parents, our El Camino staff is educated regularly on [communicating and working with parents as equal partners and](#) the importance of parent involvement via department meetings, professional development, ELAC and School Site Council meetings. In the course of these meetings, components of the ECRCHS Parent Involvement Policy are constantly monitored and evaluated. Parents are encouraged to evaluate all segments of our program. Policy changes are then communicated to all stakeholder groups by the school administration.

4. **Program Coordination:** With regard to the coordination of parent involvement activities:
 - a. Twice a year, ECRCHS hosts a 4.0 Honor Roll Brunch and posts the Principal's Honor Roll of 3.5 and above in the main hallway bookcase.
 - b. During certain field trip excursions, parents are invited so that they may better understand the teacher's curriculum set for the class and to provide staff support.

5. **Information Distribution:** ECRCHS distributes information related to Charter School and parent programs, meetings, and other activities to parents in a format and language that the parents can understand.

- a. ECRCHS ensures that meetings are interpreted, to the best of the school's ability.
6. Parental Involvement: ECRCHS provides support for parental involvement activities requested by Parents. Parents may submit requests for parental involvement activities to the Executive Director for consideration and review.

E. Accessibility

1. ECRCHS makes every attempt to provide full opportunities for the participation of parents with limited English proficiency, parents with disabilities, and parents of migratory children.
2. Due to limited parts of the campus being accessible by wheelchair and/or elevator, parent and/or community conferences will be located in areas that are fully accessible.
3. We will partner with the Migrant Education Program to ensure all families are receiving assistance and accommodations as necessary.

Appendix T

Uniform Complaint Policy and Procedures

DRAFT

UNIFORM COMPLAINT POLICY AND PROCEDURES

El Camino Real Charter High School (“ECRCHS” or the “Charter School”) and any charter schools operated thereunder comply with applicable federal and state laws and regulations. ECRCHS acts as the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for compliance and/or conducting investigations shall be knowledgeable about the laws and programs which they are assigned to investigate.

Scope

This complaint procedure is adopted to provide a uniform system of complaint processing (“UCP”) for the following types of complaints:

- (1) Complaints alleging unlawful discrimination, harassment, intimidation or bullying against any protected group, on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics in any ECRCHS program or activity;
- (2) Complaints alleging a violation of state or federal law or regulation governing the following programs including but not limited to:
 - Accommodations for Pregnant, Parenting or Lactating Students
 - Adult Education Programs
 - Consolidated Categorical Aid Programs
 - Migrant Education Programs
 - Career Technical and Technical Education and Career Technical and Technical Training Programs
 - Child Care and Development Programs
 - Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public School, Migratory Children and Children of Military Families
 - Every Student Succeeds Act / No Child Left Behind Act (2001) Programs
 - Regional Occupational Centers and Programs and/or
 - School Safety Plans
- (3) Complaints alleging that a pupil enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.

- a. “Educational activity” means an activity offered by the charter school that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.
- b. “Pupil fee” means a fee, deposit or other charge imposed on pupils, or a pupil’s parents or guardians, in violation of Section 49011 of the Education Code and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all pupils without regard to their families’ ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:
 - i. 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, regardless of whether the class or activity is elective or compulsory, or is for credit.
 - ii. A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.
 - iii. A purchase that a pupil is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.
- c. A pupil fees complaint and complaints regarding local control and accountability plans (“LCAP”) only, may be filed anonymously (without an identifying signature), if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with Education Code Sections 52060 - 52077, including an allegation of a violation of Education Code Sections 47606.5 or 47607.3, as referenced in Education Code Section 52075, regarding local control and accountability plans.
- d. If ECRCHS finds merit in a pupil fees complaint or the California Department of Education (“CDE”) finds merit in an appeal, ECRCHS shall provide a remedy to all affected pupils, parents, and guardians that, where applicable, includes reasonable efforts by ECRCHS to ensure full reimbursement to all affected pupils, parents, and guardians, subject to procedures established through regulations adopted by the state board.
- e. Nothing in this Policy shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or ECRCHS and other entities from providing pupils prizes or other recognition for voluntarily participating in fundraising activities.

- (4) Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF") or LCAP under Education Code Sections 47606.5 and 47607.3, as applicable. If ECRCHS adopts a School Plan for Student Achievement in addition to its LCAP, complaints of noncompliance with the requirements of the School Plan for Student Achievement under Education Code Sections 64000, 64001, 65000 and 65001 shall also fall under this Policy.
- (5) Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code Sections 49490-49590 are governed by Title 7, Code of Federal Regulations ("C.F.R.") Sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations ("C.C.R.") Sections 15580 - 15584.
- (6) Complaints alleging noncompliance regarding special education programs established pursuant to Education Code Sections 56000-56865 and 59000-59300 are governed by the procedures set forth in 5 C.C.R. Sections 3200-3205 and 34 C.F.R. Sections 300.151-300.153.

ECRCHS acknowledges and respects every individual's rights to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects [to the greatest extent reasonably possible and as permitted by law] the confidentiality of the parties, including but not limited to the identity of the complainant, and maintains the integrity of the process. ECRCHS cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, ECRCHS will attempt to do so as appropriate. ECRCHS may find it necessary to disclose information regarding the complaint/complainant to the extent required by law or necessary to carry out the investigation or proceedings, as determined by the Assistant Principal on a case-by-case basis.

ECRCHS prohibits any form of retaliation against any complainant in the complaint process, including but not limited to a complainant's filing of a complaint or the reporting of instances of unlawful discrimination, harassment, intimidation or bullying. Such participation shall not in any way affect the status, grades or work assignments of the complainant. ECRCHS shall ensure that complainants are protected from retaliation.

Compliance Officers

The Board of Directors designates the following compliance officer(s) to receive and investigate complaints and to ensure ECRCHS's compliance with law:

Daniel H. Chang
Kurt Lowry
Director of Human Resources & Compliance ~~Chief Compliance Officer~~

5440 Valley Circle Blvd.
Woodland Hills, CA 91367
(818) 595-7500

The Chief Compliance Officer (“CCOCO”) or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Designated employees may have access to legal counsel as determined by the CCOCO.

Should a complaint be filed against the CCOCO, the compliance officer for that case shall be the Chair of the El Camino Real Alliance Board of Directors.

Notifications

The CCOCO shall make available copies of ECRCHS’s uniform complaint proceduresthis Policy free of charge. The annual notice of this Policy may be made available on ECRCHS’s website.

The CCOCO shall annually provide written notification of ECRCHS’s uniform complaint proceduresUCP to employees, students, parents and/or guardians, advisory committees, private school officials or representatives and other interested parties as applicable.

The annual notice shall be in English, and wWhen necessary, in the primary language, pursuant to under Education Code sSection 48985, of the Education Code if fifteen (15) percent or more of the pupils enrolled in ECRCHS speak a single primary language other than English, this annual notice will also be provided to the parent/guardian of any such students in their primary language.

The annual notice shall include the following:

- (a) A list of the types of complaints that fall under the scope of the UCP and the state and federal provisions that govern complaints regarding child nutrition programs and special education programs.
- (b) A statement clearly identifying any California State preschool programs that ECRCHS is operating as exempt from licensing pursuant to Health and Safety Code section 1596.792(o) and corresponding Title 5 health and safety regulations, and any California State preschool programs that ECRCHS is operating pursuant to Title 22 licensing requirements.
- (c) A statement that ECRCHS is primarily responsible for compliance with federal and state laws and regulations.
- (d) A statement that a pupil enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
- (e) A statement identifying the title of the compliance officer and the identity(ies) of the person(s) currently occupying that position, if known.

- (f) A statement that if a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.
- (g) A statement that the complainant has a right to appeal ECRCHS's decision to the CDE by filing a written appeal within thirty (30) calendar days of the date of ECRCHS's decision, except if ECRCHS has used its UCP to address a complaint that is not subject to the UCP requirements.
- (h) A statement that a complainant who appeals ECRCHS's decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.
- (i) A statement that if ECRCHS finds merit in a UCP complaint, or the CDE finds merit in an appeal, ECRCHS shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.
- (j) A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code Section 262.3.
- (k) A statement that copies of ECRCHS's [complaint procedures](#) UCP shall be available free of charge.

Procedures

The following procedures shall be used to address all complaints which allege that ECRCHS has violated federal or state laws or regulations enumerated in the section "Scope," above. Compliance officers shall maintain a record of each complaint and subsequent related actions for at least three (3) calendar years.

All parties named shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

- Step 1: Filing of Complaint

Any individual, including a person's duly authorized representative or an interested third party, public agency, or organization may file a written complaint

of alleged noncompliance or unlawful discrimination, harassment, intimidation or bullying pursuant to this Policy.

A complaint alleging unlawful discrimination, harassment, intimidation or bullying may be filed by a person who alleges that he/she personally suffered unlawful discrimination, harassment, intimidation or bullying or by a person who believes that any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. An investigation of alleged unlawful discrimination, harassment, intimidation or bullying shall be initiated by filing a complaint no later than six (6) months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or 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 [COOCO](#) or designee, upon written request by the complainant setting forth the reasons for the extension. Such extension by the [COOCO](#) or designee shall be made in writing. The period for filing may be extended by the [COOCO](#) or designee for good cause for a period not to exceed ninety (90) calendar days following the expiration of the six-month time period. The [COOCO](#) shall respond immediately upon a receipt of a request for extension.

All other complaints under this Policy shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the Board of Directors approved the LCAP or the annual update was adopted by ECRCHS.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp.

Complaints filed pursuant to this Policy must be in writing and signed. A signature may be handwritten, typed (including in an email) or electronically generated. Only complaints regarding pupil fees or LCAP compliance may be filed anonymously as set forth in this Policy. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, ECRCHS staff shall assist [him/her/the complainant](#) in the filing of the complaint.

- **Step 2: Mediation**
Within three (3) business days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

Before initiating the mediation of an unlawful discrimination, harassment, intimidation or bullying complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the complaint to the satisfaction of the complainant, the compliance officer shall proceed with his/herthe investigation of the complaint.

The use of mediation shall not extend ECRCHS's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

- **Step 3: Investigation of Complaint**

The compliance officer is encouraged to hold an investigative meeting within five (5) business days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/herthe complainant's representative to repeat the complaint orally.

The complainant and/or his/her representative shall have an opportunity to present ~~the complaint and~~ evidence or information leading to evidence to support the allegations in the complaint.

A complainant's refusal to provide ECRCHS's investigator with documents or other evidence related to the allegations in the complaint, or his/herthe complainant's failure or refusal to cooperate in the investigation or his/herthe complainant's engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

ECRCHS's refusal to provide the investigator with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

- **Step 4: Final Written Decision**

ECRCHS shall issue an investigation report (the "Decision") based on the evidence. ECRCHS's Decision shall be in writing and sent to the complainant within sixty (60) calendar days of ECRCHS's receipt unless the timeframe is extended with the written agreement of the complainant. ECRCHS's Decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

The decision shall include:

1. The findings of fact based on evidence gathered.
2. The conclusion providing a clear determination for each allegation as to whether ECRCHS is in compliance with the relevant law.

3. Corrective actions, if ECRCHS finds merit in the complaint and any are warranted or required by law.
4. Notice of the complainant's right to appeal ECRCHS's Decision within thirty (30) calendar days to the CDE, except when ECRCHS has used its UCP to address a complaint that is not subject to the UCP requirements.
5. Procedures to be followed for initiating such an appeal.

If an employee is disciplined as a result of the complaint, the Decision shall simply state that effective action was taken and that the employee was informed of ECRCHS's expectations. The Decision shall not give any further information as to the nature of the disciplinary action except as required by applicable law.

Appeals to the CDE

If dissatisfied with the Decision, the complainant may appeal in writing to the CDE within thirty (30) calendar days of receiving the Decision. The appeal shall be accompanied by a copy of the complaint filed with the Charter School and a copy of ECRCHS's Decision. When appealing to the CDE, the complainant must specify and explain the basis for the appeal including at least one of the following:

1. ECRCHS failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, ECRCHS's Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in ECRCHS's Decision are not supported by substantial evidence.
4. The legal conclusion in ECRCHS's Decision is inconsistent with the law.
5. In a case in which ECRCHS's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by the CDE that the complainant has appealed ECRCHS's Decision, the CCOCO shall forward the following documents to the CDE within ten (10) calendar days of the date of the notification:

1. A copy of the original complaint.
2. A copy of the Decision.
3. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by all the parties and or gathered by the investigator.
4. A report of any action taken to resolve the complaint.
5. A copy of the ECRCHS's complaint procedures.
6. Other relevant information requested by the CDE.

If the CDE determines the appeal raises issues not contained in the local complaint, the CDE will refer those new issues back to ECRCHS for resolution as a new complaint. If the CDE notifies ECRCHS that its Decision failed to address an allegation raised by the complaint and subject to the UCP process, ECRCHS will investigate and address such allegation(s) in accordance with the UCP requirements and provide the CDE and the appellant with an amended Decision addressing such allegation(s) within twenty (20) calendar days of the CDE's notification. The amended Decision will inform the appellant of the right to separately appeal the amended Decision with respect to the complaint allegation(s) not addressed in the original Decision.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision. The SSPI will not consider any information not previously submitted to the CDE by a party during the appeal unless such information was unknown to the party at the time of the appeal and, with due diligence, could not have become known to the party. Pending the SSPI's response to a request for reconsideration, the CDE appeal Decision remains in effect and enforceable, unless stayed by a court.

The CDE may directly intervene in the complaint without waiting for action by ECRCHS when one of the conditions listed in Title 5, California Code of Regulations, Section 4650 exists, including but not limited to cases in which, through no fault of the complainant, ECRCHS has not taken action within sixty (60) calendar days of the date the complaint was filed with the ECRCHS.

Civil Law Remedies

A complainant may pursue available civil law remedies outside of ECRCHS's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination complaints arising under state law, however, a complainant must wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if ECRCHS has appropriately, and in a timely manner, apprised the complainant of ~~his/her~~ the complainant's right to file a complaint.

UNIFORM COMPLAINT PROCEDURE FORM

Last Name: _____ First Name/MI: _____

Student Name (if applicable): _____ Grade: _____ Date of Birth: _____

Street Address/Apt. #: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____ Work Phone: _____

School/Office of Alleged Violation: _____

For allegation(s) of noncompliance, please check the program or activity referred to in your complaint, if applicable:

- | | | |
|---|---|--|
| <input type="checkbox"/> Adult Education | <input type="checkbox"/> Consolidated Categorical Aid | <input type="checkbox"/> Career/Technical Education |
| <input type="checkbox"/> Child <u>Care and</u> Development Programs | <input type="checkbox"/> Child Nutrition | <input type="checkbox"/> Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a Public School, Migratory Children and Children of Military Families |
| <input type="checkbox"/> Migrant Education Programs | <input type="checkbox"/> Every Student Succeeds Act <u>Prog.</u> | <input type="checkbox"/> Pregnant, Parenting, or Lactating Pupils |
| <input checked="" type="checkbox"/> <u>Special Education</u> | <input type="checkbox"/> Local Control Funding Formula/ Local Control and Accountability Plan | <input type="checkbox"/> School Safety Plan |
| <input type="checkbox"/> Pupil Fees | <input type="checkbox"/> School Plans for School Achievement | |
| <input type="checkbox"/> Regional Occupational Centers and Programs | | |

For allegation(s) of unlawful discrimination, harassment, intimidation or bullying, please check the basis of the unlawful discrimination, harassment, intimidation or bullying described in your complaint, if applicable:

- | | | |
|--|---|--|
| <input type="checkbox"/> Age | <input type="checkbox"/> Gender / Gender Expression / Gender Identity | <input type="checkbox"/> Sex (Actual or Perceived) |
| <input type="checkbox"/> Ancestry | <input type="checkbox"/> Genetic Information | <input type="checkbox"/> Sexual Orientation (Actual or Perceived) |
| <input type="checkbox"/> Color | <input type="checkbox"/> Immigration Status/Citizenship | <input type="checkbox"/> Based on association with a person or group with one or more of these actual or perceived characteristics |
| <input type="checkbox"/> Disability (Mental or Physical) | <input type="checkbox"/> Nationality/National Origin | <input type="checkbox"/> Marital Status |
| <input type="checkbox"/> Ethnic Group Identification | <input type="checkbox"/> Race or Ethnicity | |
| <input type="checkbox"/> Medical Condition | <input type="checkbox"/> Religion | |

1. Please give facts about the complaint. Provide details such as the names of those involved, dates, whether witnesses were present, etc., that may be helpful to the complaint investigator.

2. Have you discussed your complaint or brought your complaint to any Charter School personnel? If you have, to whom did you take the complaint, and what was the result?

3. Please provide copies of any written documents that may be relevant or supportive of your complaint.

I have attached supporting documents. Yes No

Signature: _____ Date: _____

Mail complaint and any relevant documents to:

[Kurt Lowry](#)
[Director of Human Resources & Compliance](#)
[5440 Valley Circle Blvd.](#)
[Woodland Hills, CA 91367](#)
[\(818\) 595-7500](#)
~~Daniel H. Chang~~
~~Chief Compliance Officer~~
~~5440 Valley Circle Blvd.~~
~~Woodland Hills, CA 91367~~
~~(818) 595-7500~~

Appendix U

Educational Records and Student Information Policy

DRAFT

EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY

The Board of Directors of El Camino Real Charter High School (“ECRCHS” or the “Charter School”) has adopted this Educational Records and Student Information Policy to apply to all educational records and student information maintained by ECRCHS.

I. DEFINITIONS

1. *Education Record*: an education record is any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche that directly relates to a student and is maintained by ECRCHS or by a party acting for ECRCHS. Such information includes, but is not limited to:
 - (a) Date and place of birth; parent and/or guardian’s address, mother's maiden name and where the parties may be contacted for emergency purposes;
 - (b) Grades, test scores, courses taken, academic specializations and school activities;
 - (c) Special education records;
 - (d) Disciplinary records;
 - (e) Medical and health records;
 - (f) Attendance records and records of past schools attended; and/or
 - (g) Personal information such as, but not limited to, a student’s name, the name of a student’s parent or other family member, student identification numbers, social security numbers, photographs, biometric record or any other type of information that aids in identification of a student.

An education record does not include any of the following:

- (a) Records ~~that~~which are kept in the sole possession of the maker ~~thereof~~, are used only as a personal memory aid, and ~~which~~ are not accessible or revealed to any other person except a temporary substitute for the maker of the record;
- (b) Records maintained by a law enforcement unit of ECRCHS that were created by that law enforcement unit for the purpose of law enforcement;
- (c) In the case of a person ~~who is~~employed by ECRCHS but who is not in attendance at ECRCHS, records made and maintained in the normal course of business, relate exclusively to the individual in that individual's capacity as an employee; and are not available ~~for use~~ for any other purpose;
- (d) Records of a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are: a) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in ~~his or her~~their professional capacity or assisting in a paraprofessional capacity; b) made, maintained, or used only in connection with treatment of the student; and

- c) disclosed only to individuals providing the treatment. For the purpose of this definition, “treatment” does not include remedial educational activities or activities that are part of the program of instruction at ECRCHS; or
 - (e) Records that only contain information about an individual after the individual~~he or she~~ is no longer a student at ECRCHS; or.
 - (f) Grades on peer-graded papers before they are collected and recorded by a teacher.
2. *Personally Identifiable Information* (“PII”): PII is information about a student that is contained in his or her~~their~~ education records that cannot be disclosed without compliance with the requirements of the Family Educational Rights and Privacy Act of 2001 (“FERPA”). PII includes, but is not limited to: a student’s name; the name of a student’s parent or other family member; the address of a student or student’s family; a personal identifier, such as the student’s Social Security number, student number or biometric record; other indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who ECRCHS reasonably believes knows the identity of the student to whom the education record relates.
3. *Directory Information*: ECRCHS may disclose the PII that it has designated as directory information, consistent with the terms of ECRCHS’ annual notice provided by ECRCHS pursuant to the FERPA (20 U.S.C. § 1232g). ECRCHS has designated the following information as directory information:
- a. Student’s Name
 - b. Student’s Address
 - c. Parent/guardian’s addresses
 - ~~e.~~d. Telephone listing
 - e. Student’s electronic mail address
 - f. Parent/guardian’s electronic mail address
 - ~~d.~~g. Date and place of birth
 - ~~e.~~h. Dates of attendance
 - ~~f.~~ Previous school(s) attended
 - ~~g.~~i. Grade level
 - j. Participation in officially recognized activities and sports
 - ~~h.~~k. Weight and height of members of athletic teams
 - l. Degrees, honors, and awards received
 - m. The most recent educational agency or institution attended
 - ~~i.~~n. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student’s SSN, in whole or in part, cannot be used for this purpose.)

4. *Parent*: parent means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.
5. *Eligible Student*: eligible student means a student who has reached eighteen (18) years of age.
6. *School Official*: a school official is a person employed by ECRCHS 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 Board of Directors of ECRCHS, ~~as well as ECRCHS's authorizing agency~~. A school official also may include a volunteer for ECRCHS or an independent contractor ~~outside~~ of ECRCHS, consultant, vendor, or other party who performs an institutional service or function for which ECRCHS would otherwise use its own employees and who is under the direct control of ECRCHS with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist, or contracted provider of digital educational platforms and/or services; 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~~their tasks.
7. *Legitimate Educational Interest*: a school official has a legitimate educational interest if the official needs to review an education record in order to fulfill ~~his or her~~their professional responsibility.

II. DISCLOSURE OF DIRECTORY INFORMATION

At the beginning of each school year, ECRCHS shall provide parents and eligible students with a notice containing the following information: 1) The type of PII it designates as directory information; 2) The parent's or eligible student's right to require that ECRCHS not release "directory information" without obtaining prior written consent from the parent or eligible student; and 3) The period of time within which a parent or eligible student must notify ECRCHS in writing of the categories of "directory information" that it may not disclose without the parent's or eligible student's prior written consent. ECRCHS will continue to honor a valid request to opt out of the disclosure of a former student's directory information made while the former student was in attendance unless the student rescinds the opt out request.

III. ANNUAL NOTIFICATION TO PARENTS AND ELIGIBLE STUDENTS

At the beginning of each school year, in addition to the notice required for directory information, ECRCHS shall provide eligible students currently in attendance and parents of students currently in attendance with a notice of their rights under the

FERPA. The notice shall inform the parents and eligible students that they have the right to:

1. Inspect and review the student's education records;
2. Seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading or otherwise in violation of the student's privacy rights;
3. Consent to disclosures of PII contained in the student's education records, except to the extent that disclosure is permitted without prior written consent pursuant to FERPA;
4. File with the U.S. Department of Education a complaint concerning alleged failures by ECRCHS to comply with the requirements of FERPA and its promulgated regulations; and
5. Request that ECRCHS not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

The notice must also include the following:

1. The procedure for exercising the right to inspect and review educational records;
2. The procedure for requesting amendment of records;
3. A statement that ECRCHS forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer; and
4. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

IV. PARENTAL AND ELIGIBLE STUDENT RIGHTS RELATING TO EDUCATION RECORDS

Parents and eligible students have the right to review the student's education records. In order to do so, parents and eligible students shall submit a request to review education records in writing to the Executive Director. Within five (5) business days, ECRCHS shall comply with the request.

1. **Copies of Education Records**
ECRCHS will provide copies of requested documents within five (5) business days of a written request for copies. ECRCHS may charge reasonable fees for copies it provides to parents or eligible students. However, no charge shall be made for furnishing (1) up to two transcripts of former students' records or (2) up to two verifications of various records of former students. The charge will not include a fee to search for or to retrieve the education records.
2. **Request for Amendment to Education Records**

Following the inspection and review of a student's education record, a parent or eligible student may file a written request with the Executive Director to correct or remove any information in the student's education record that is any of the following:

- (a) Inaccurate;
- ~~(b) An unsubstantiated personal conclusion or inference;~~
- ~~(c) A conclusion or inference outside of the observer's area of competence;~~
- ~~(d) Not based on the personal observation of a named person with the time and place of the observation noted;~~
- ~~(e)~~ Misleading; or
- ~~(f)~~ In violation of the privacy rights of the student.

ECRCHS will respond within thirty (30) days of the receipt of the request to amend. ECRCHS' response will be in writing and if the request for amendment is denied, ECRCHS will set forth the reason for the denial and inform the parent or eligible student of ~~their~~^{his or her} right to a hearing challenging the content of the education record.

If the Executive Director sustains any or all of the allegations, ~~the Executive Director~~^{he or she} must order the correction or the removal and destruction of the information. The Executive Director or ~~Executive Director's~~ designee must then inform the parent or eligible student of the amendment in writing.

~~However, the Executive Director shall not order a pupil's grade to be changed, unless the teacher who determined the grade is, to the extent practicable, given an opportunity to state orally, in writing, or both, the reasons for which the grade was given and is, to the extent practicable, included in all discussions relating to the changing of the grade. If the Executive Director sustains the parent or eligible student's request to change the student's name and/or gender, ECRCHS shall add a new document to the student's record that includes all of the following information:~~

- ~~a. The date of the request.~~
- ~~b. The date the requested records were corrected.~~
- ~~c. A list of the records requested to be corrected.~~
- ~~d. The type of documentation, if any, provided to demonstrate a legal change to the student's name and/or gender. The parent or guardian of the student is not required to provide documentation of a legal change to the student's name and/or gender.~~
- ~~e. The name of the employee that completed the request.~~
- ~~f. The student's corrected and former names and/or genders.~~

~~Charter School shall immediately update a former student's records to include the student's updated legal name or gender if the Charter School receives government-issued documentation demonstrating that the former student's legal name or gender has been changed. Acceptable government issued identification includes but is not limited to:~~

- ~~a. State-issued driver's license.~~

- b. Birth certificate.
- c. Passport.
- d. Social security card.
- e. Court order indicating a name change or a gender change, or both.

If requested by the former student, the Charter School shall reissue any documents conferred upon the former student with the former student's updated legal name or gender. Documents that may be reissued by Charter School include, but are not limited to, a transcript, or other similar documents conferred upon the former student

If a former student requests that their name or gender be changed and the requested records are reissued, the Charter School shall add a new document to the former student's file that includes all of the following:

- a. The date of the request.
- b. The date the requested records were reissued to the former student.
- c. A list of the records that were requested by, and reissued to, the former student.
- d. The type of documentation provided by the former student in order to demonstrate the legal name or gender change.
- e. The name of the school district, charter school, or county office of education staff person that completed the request.
- f. The current and former name or gender of the former student.

3. Hearing to Challenge Education Record

If ECRCHS denies a parent or eligible student's request to amend an education record, the parent or eligible student may, within thirty (30) days of the denial, request in writing that the parent or eligible student~~he/she~~ be given the opportunity for a hearing to challenge the content of the student's education records on the grounds that the information contained in the education records is inaccurate, misleading or in violation of the privacy rights of the student.

The Executive Director or the Board Chair may convene a hearing panel to assist in making determinations regarding educational record challenges provided that the parent has given written consent to release information from the student~~pupil~~'s records to the members of the panel convened. The hearing panel shall consist of the following persons:

- (a) The Principal/Executive Director or designee of a public school other than the public school at which the record is on file;
- (b) A certificated Charter School employee; and
- (c) A parent appointed by the Principal/Executive Director or by the Board of Directors, depending upon who convenes the panel.

The hearing to challenge the education record shall be held within thirty (30) days of the date of the request for a hearing, notice of the date, time and place of the hearing will be sent by ECRCHS to the parent or eligible student no later than twenty (20) days before the hearing.

The ~~hearing will be conducted by the~~ Executive Director/Principal or designee of a public school ~~or his/her designee, who~~ will serve as the chairman and ~~who~~ shall not be required to use formal rules of evidence or procedure. The parent or eligible student will be given a full and fair opportunity to present evidence relevant to the issues relating to the challenge to the education record. The parent or eligible student may also, at ~~their/his/her~~ own expense, be assisted or represented by one or more individuals of ~~their/his/her~~ choice, including an attorney. The decision of the Board Chair or Executive Director or his/her designee will be based solely on the evidence presented at the hearing and is final. Within thirty (30) days after the conclusion of the hearing, ECRCHS' decision regarding the challenge will be made in writing and will include a summary of the evidence and the reasons for the decision.

If, as a result of the hearing, ECRCHS decides that the information is inaccurate, misleading, or ~~otherwise~~ in violation of the privacy rights of the student, it will amend the record accordingly and inform the parent or eligible student of the amendment in writing. If, as a result of the hearing, ECRCHS decides that the information in the education record is not inaccurate, misleading, or ~~otherwise~~ in violation of the privacy rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why ~~they/he/she~~ disagrees with the decision of ECRCHS, or both. If ECRCHS places a statement by the parent or eligible student in the education records of a student, it will maintain the statement with the contested part of the record for as long as the record is maintained and disclose the statement whenever it discloses the portion of the record to which the statement relates.

V. DISCLOSURE OF EDUCATION RECORDS AND DIRECTORY INFORMATION

ECRCHS must have a signed and dated written consent from the parent or eligible student before releasing any non-directory information from a student's education record except as provided below. The written permission must specify the records that may be disclosed, the purpose of the disclosure and the party or class of parties to whom the disclosure may be made. When disclosure is made pursuant to written permission, the parent or eligible student may request a copy of the disclosed records and ECRCHS shall provide the requestor with a copy of the records disclosed upon request. Signed and dated written consent may include a record and signature in electronic form if it identifies and authenticates a particular person as the source of the electronic consent and indicates such person's approval of the information contained in the electronic consent.

ECRCHS will only disclose PII on the condition that the receiving party not disclose the information to any party without the prior written consent of the parent or eligible student and that the receiving party use the information for the purposes for which the disclosure was made. This restriction does not apply to disclosures that fall within the disclosure exceptions listed below. ECRCHS must maintain the appropriate records related to these disclosure exceptions, as described below. Except for disclosures pursuant to a warrant, judicial order or lawfully issued subpoena, or directory information or to parents or eligible students, ECRCHS will inform a receiving party of the requirement that the party not disclose the information to any other party without the prior written consent of the parent or eligible student and that the receiving party use it for the purpose for which the disclosure was made. Note specifically that ECRCHS will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

ECRCHS will disclose education records, without prior written consent of the parent or eligible student, to the following parties:

1. School officials who have a legitimate educational interest as defined by 34 Code of Federal Regulations (“C.F.R.”) Part 99;
2. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student’s enrollment or transfer. When a student transfers schools, ECRCHS will mail the original or a copy of a student’s cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. ECRCHS will make a reasonable attempt to notify the parent or eligible student of the request for records at his/her/their last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, ECRCHS will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing pursuant to Section (IV)(3) above;
3. Certain government officials listed in 20 U.S.C. Section 1232g(b)(1) in order to carry out lawful functions;
4. Appropriate parties in connection with a student’s application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. Organizations conducting certain studies for ECRCHS in accordance with 20 U.S.C. Section 1232g(b)(1)(F);
6. Accrediting organizations in order to carry out their accrediting functions;
7. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
8. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;

9. Persons who need to know in cases of health and safety emergencies;
10. State and local authorities, within a juvenile justice system, pursuant to specific State law;
10. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and/or a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by ECRCHS for student and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by ECRCHS; and/or
11. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include final results of the disciplinary proceedings conducted by ECRCHS with respect to that alleged crime or offense. ECRCHS may disclose the final results of the disciplinary proceeding, regardless of whether ECRCHS concluded a violation was committed.

CONTRACT FOR DIGITAL STORAGE, MANAGEMENT, AND RETRIEVAL OF STUDENT RECORDS

The Executive Director or designee may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code section 49073.1 and other applicable state and federal laws.

VI. RECORD KEEPING REQUIREMENTS

ECRCHS will maintain a record of each request for access to and each disclosure of PII from the education records of each student for as long as the records are maintained. For each request, the record must include the following information: the parties who have requested or received the information and the legitimate interests the parties had in requesting or obtaining the information.

For disclosures of PII to institutions that make disclosures of the information on behalf of ECRCHS in accordance with 34 C.F.R. 99.33(b), the record must include the names of the additional parties to which the receiving party may disclose the information on behalf of ECRCHS and the legitimate interests that each of the additional parties has in requesting or obtaining the information.

These record keeping requirements do not apply to requests from or disclosure to parents and eligible students, ECRCHS officials with a legitimate purpose of inspecting

the records, a party with written consent from the parent or eligible student, a party seeking directory information, or a party seeking or receiving the records as directed by a court order or subpoena.

The records relating to disclosures of PII may be inspected by parents and eligible students, ECRCHS officials (or their assistants) responsible for the custody of the records, and parties authorized by regulations for the purpose of auditing the recordkeeping procedures of ECRCHS.

Student cumulative records may not be removed from the premises of ECRCHS, unless the individual removing the record has a legitimate educational interest, and is authorized by the Executive Director, or by a majority of a quorum of the Board of Directors at a duly agendized meeting. Employees who remove student cumulative records or other student records from ECRCHS premises without a legitimate educational interest and authorization may be subject to discipline. Employees are permitted to take student work-product, or other appropriate student records, off premises without authorization for legitimate academic purposes (e.g. grading work-product, assigning credit, reviewing materials for classroom discussion, etc.)

VII. COMPLAINTS

Parents and eligible students have the right to file a complaint with the U.S. Department of Education concerning alleged failures by ECRCHS to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

~~Student Privacy Family Policy Compliance~~ Office
 U.S. Department of Education
 400 Maryland Avenue, S.W.
 Washington, D.C. 20202-~~5985~~20

RECORD RETENTION

Charter School complies with the definition and retention of student records as established in Title 5 of the California Code of Regulations (“CCR”) sections 431 through 438, per the following:

- “Mandatory Permanent Student Records”: must be maintained indefinitely or an exact copy thereof for every student who was enrolled in the charter school.
These records are defined as:
 1. Legal name of student
 2. Date of birth
 3. Method of verification of birth date
 4. Sex of student
 5. Place of birth
 6. Name and address of parent of minor student
 7. Address of minor student if different than above

8. An annual verification of the name and address of the parent and the residence of the student
9. Entering and leaving date of each school year and for any summer session or other extra session Subjects taken during each year, half year, summer session or quarter
10. If marks or credit are given, the mark or number of credits toward graduation allows for work taken.
11. Verification of or exemption from required immunizations
12. Date of high school graduation or equivalent

The mandatory permanent student record or a copy thereof shall be forwarded by the Charter School upon request of a public or private school in which the student has enrolled or intends to enroll. If the Charter School forwards the original mandatory permanent student record, a copy must be maintained by the Charter School. If the Charter School forwards a copy, the original must be maintained by the Charter School.

- “Mandatory Interim Student Records”: Must be maintained until judged to be disposable defined as “when the student leaves the charter school or when their usefulness ceases.” These records may be destroyed during the third (3rd) school year following the determination that the records are disposable (i.e. 2019-2020 records may be destroyed after July 1, 2023). These records are defined as:
 1. A log or record identifying those persons (except authorized school personnel) or organizations requesting or receiving information from the record. The log or record shall be accessible only to the legal parent or guardian or the eligible student, or a dependent adult student, or an adult student, or the custodian of records.
 2. Health information, including Child Health Developmental Disabilities Prevention Program verification or waiver
 3. Participation in special education programs including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge
 4. Language training records
 5. Progress slips and/or notices
 6. Parental restrictions regarding access to directory information or related stipulations.
 7. Parental or adult student rejoinders to challenged records and to disciplinary action
 8. Parental authorizations or prohibitions of student participation in specific programs
 9. Results of standardized tests administered within the preceding three years

The mandatory interim student record or a copy thereof shall be forwarded by the Charter School upon request of a public school in California in which the student has enrolled or intends to enroll. If the transfer is to an out of state or to a private

school, the mandatory interim student record may be forwarded. If the Charter School forwards the original mandatory interim student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

- “Permitted Student Records”: may be maintained and may be destroyed when their usefulness ceases or after six (6) months following the student’s completion or withdrawal from school. These records are defined as:
 1. Objective counselor and/or teacher ratings
 2. Standardized test results older than three years
 3. Routine discipline data
 4. Verified reports of relevant behavioral patterns
 5. All disciplinary notices
 6. Attendance records not covered in the 5 CCR § 400

Permitted student records may be forwarded upon a request by a public or private school in which a student is enrolling. If the Charter School forwards the original permitted student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

Appendix V

Lost or Damaged Textbook Policy

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LOST OR DAMAGED TEXTBOOK POLICY

When property of El Camino Real Charter High School (“ECRCHS” or the “Charter School”) is lent to students, the Charter School expects that it will be returned in a timely manner, with no more than usual wear and tear. If the property has been willfully cut, defaced or otherwise damaged, or if the student fails or refuses to return it at the request of a school employee, ECRCHS policy states that the student’s parent/guardian must pay for the lost or damaged materials. After affording ECRCHS shall afford the student his or her due process and notifying the student’s parent/guardian in writing of the student’s alleged misconduct-rights, and ECRCHS has the right to may withhold the student’s grades, diploma, and/or transcripts until full restitution has been made. California law provides that the parent/guardian of a minor shall be liable for all damages caused by the minor’s conduct (Education Code Section 48904).

If the parent/guardian is unable to pay for the damages or return the property, ECRCHS may, at its discretion, shall provide a program of voluntary work for the student. When the work is completed or the fine is costs are paid, the student’s grades, transcripts, and/or diploma shall be released.

Refunds may be issued for cases in which lost or misplaced textbooks are found, if the textbook is returned in usable condition *and* provided it is still currently in use. Textbooks that have been paid for in full by a student becomes the property of the student and shall not be part of the school’s inventory.

If charges for a damaged textbook exceeds 50% of the cost of the book, the book is to be considered destroyed and the full price of the textbook will be assessed.

Removal of the ECRCHS barcode labels is **PROHIBITED**. The barcoding system provides a direct link from textbook to student; as such, a student cannot return a textbook that has been issued to another student, and no refund or credit shall be provided except to the student to whom the textbook was issued.

<u>Damage / Issue</u>	<u>Cost</u>
Lost textbook	Full price
Excessive markings / graffiti / pages torn out	Full price
Severe water damage or mildew	Full price
Markings / graffiti in book	\$0.50 per page
Torn pages	\$1.00 per page
Water damage (edges of book)	\$10.00

Broken or bent book cover / binding (book in usable condition)	\$10.00
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Appendix W

Immigration and Citizenship Status Policy

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IMMIGRATION AND CITIZENSHIP STATUS POLICY

Policies for Collecting and Retaining Student Information

The Executive Director of El Camino Real Alliance dba El Camino Real Charter High School (“ECRCHS” or the “School”) shall maintain in writing ECRCHS’s policies and procedures for gathering and handling sensitive student information, and appropriate personnel shall receive training regarding those policies and procedures. If the School possesses information that could indicate immigration status, citizenship status, or national origin information, the School shall not use the acquired information to discriminate against any students or families or bar children from enrolling in or attending school.

If parents or guardians choose not to provide information that could indicate their or their children’s immigration status, citizenship status, or national origin information, ECRCHS shall not use such actions as a basis to discriminate against any students or families or bar children from enrolling or attending school.

ECRCHS shall not allow school resources or data to be used to create a registry based on race, gender, sexual orientation, religion, ethnicity, or national origin.

Policies for Inquiries Regarding Immigration Status, Citizenship Status, and National Origin Information

ECRCHS personnel shall not inquire specifically about a student’s citizenship or immigration status or the citizenship or immigration status of a student’s parents or guardians; nor shall personnel seek or require, to the exclusion of other permissible documentation or information, documentation or information that may indicate a student’s immigration status, such as a green card, voter registration, a passport, or citizenship papers.

Where any law contemplates submission of national origin related information to satisfy the requirements of a special program, School personnel shall solicit that documentation or information separately from the school enrollment process.

Where permitted by law, the Executive Director of ECRCHS shall enumerate alternative means to establish residency, age, or other eligibility criteria for enrollment or programs, and those alternative means shall include among them documentation or information that are available to persons regardless of immigration status, citizenship status, or national origin, and that do not reveal information related to citizenship or immigration status.

Where residency, age, and other eligibility criteria for purposes of enrollment or any program may be established by alternative documents or information permitted by law or this policy, the School’s procedures and forms shall describe to the applicant, and

accommodate, all alternatives specified in law and all alternatives authorized under this policy.

Policies for Inquiries About Social Security Numbers or Cards

ECRCHS shall not solicit or collect entire Social Security numbers or cards. ECRCHS shall solicit and collect the last four digits of an adult household member's Social Security number only if required to establish eligibility for federal benefit programs.

ECRCHS may collect the last four digits of a parent/guardian's Social Security number – or a statement that the parent/guardian does not possess a social security number- to establish eligibility for a federal benefit program. ECRCHS shall explain the limited purpose for which this information is collected, and clarify that a failure to provide this information will not bar the student from enrolling in or attending the school.

ECRCHS shall treat all students equitably in the receipt of all school services, including, but not limited to, the gathering of student and family information for the free and reduced lunch program, transportation and educational instruction.

Policies and Procedures Regarding Information Sharing

ECRCHS shall avoid the disclosure of information that might indicate a student's or family's citizenship or immigration status if the disclosure is not authorized by Family Educational Rights and Privacy Act (FERPA).

ECRCHS personnel shall take the following action steps upon receiving an information request related to a student's or family's immigration or citizenship status:

- Notify a designated School official about the information request.
- Provide students and families with appropriate notice and a description of the immigration officer's request.
- Document any verbal or written request for information by immigration authorities.
- Unless prohibited, provide students and parents/guardians with any documents issued by the immigration-enforcement officer.

Except for investigations of child abuse, child neglect, or child dependency, or when the subpoena served on the local educational agency prohibits disclosure, ECRCHS shall provide parental or guardian notification of any court orders, warrants, or subpoenas before responding to such requests.

ECRCHS shall require written parental or guardian consent for release of student information, unless the information is relevant for a legitimate educational interest or includes directory information only. Neither exception permits disclosing information to immigration authorities for immigration-enforcement purposes; no student information

shall be disclosed to immigration authorities for immigration enforcement purposes without a court order or judicial subpoena.

ECRCHS’s request for written or parental or guardian consent for release of student information must include the following information: (1) the signature and date of the parent, guardian, or eligible student providing consent; (2) a description of the records to be disclosed; (3) the reason for release of information; (4) the parties or class of parties receiving the information; and (5) if requested by the parents, guardians or eligible student, a copy of the records to be released. ECRCHS shall permanently keep the consent notice with the record file. The parent, guardian, or eligible student is not required to sign the consent form. If the parent, guardian or eligible student refuses to provide written consent for the release of student information that this not otherwise subject to release, ECRCHS shall not release the information.

Policies for Annual Information Notice to Parents

Guardians General Information Policy

ECRCHS must provide an annual notice to parents and guardians of the School’s general information policies that includes:

- Assurances that ECRCHS will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.
- A description of the types of student records maintained by the School.
- A list of the circumstances or conditions under which the School might release student information to outside people or entities.
- A statement that, unless the School is providing information for a legitimate educational purpose under FERPA and the California Education Code or directory information, the School shall notify parents or guardians and eligible students—and receive their written consent—before it releases a student’s personally identifiable information.

Directory Information Policy

If ECRCHS decides to release directory information, ECRCHS shall provide an annual notice to parents and guardians, and “eligible students” in attendance, of the School directory information policy that includes:

- The categories of information that ECRCHS has classified as public directory information that may be disclosed without parental consent and which should only include the information specifically identified in Education Code section 49061, subdivision (c).
- A statement that directory information does not include citizenship status, immigration status, place of birth, or any other information indicating national origin (except where ECRCHS receives consent as required under state law).
- The recipients of the directory information.
- A description of the parent’s or guardian’s abilities to refuse release of the student’s directory information, and how to refuse release.

- The deadline in which the parent, guardian or student must notify the school in writing that he or she does not want the information designated as directory information.

The General Information and Directory Information is described in additional detail in ECRCHS's Educational Records and Student Information Policy.

Policies for Monitoring and Receiving Visitors onto Campus

No outsider - which would include immigration-enforcement officers - shall enter or remain on school grounds of ECRCHS during school hours without having registered with the Executive Director or designee. If there are no exigent circumstances necessitating immediate action, and if the immigration officer does not possess a judicial warrant or court order that provides a basis for the visit, the officer must provide the following information to the Executive Director or designee:

- Name, address, occupation;
- Age, if less than 21;
- Purpose in entering school grounds;
- Proof of identity; and
- Any other information as required by law.

ECRCHS has adopted measures for responding to outsiders that avoids classroom interruptions, and preserves the peaceful conduct of the School's activities, consistent with local circumstances and practices.

ECRCHS has posted signs at the entrance of its school grounds to notify outsiders of the hours and requirements for registration.

ECRCHS personnel shall report entry by immigration-enforcement officers to any on-site school police or other appropriate administrator as would be required for any unexpected or unscheduled outside visitor coming on campus.

Policies for Responding to On-Campus Immigration Enforcement

ECRCHS personnel shall notify the Executive Director or designee of any request by an immigration-enforcement officer for school or student access, or any requests for review of school documents (including for the services of lawful subpoenas, petitions, complaints, warrants, etc.).

In addition to notifying the Executive Director or designee, ECRCHS personnel shall take the following action steps in response to an officer present on the school campus specifically for immigration-enforcement purposes:

1. Advise the officer that before proceeding with his or her request, and absent exigent circumstances, school personnel must first receive notification and direction from the Executive Director or designee.

2. Ask to see, and make a copy of or note, the officer's credentials (name and badge number). Also ask for and copy or note the phone number of the officer's supervisor.
3. Ask the officer for his/her reason for being on school grounds and document it.
4. Ask the officer to produce any documentation that authorizes school access.
5. Make a copy of all documents provided by the officer. Retain one copy of the documents for school records.
6. If the officer declares that exigent circumstances exist and demands immediate access to the campus, School personnel should comply with the officer's orders and immediately contact the Executive Director or designee.
7. If the officer does not declare that exigent circumstances exist, respond according to the requirements of the officer's documentation. If the immigration-enforcement officer has:
 - ***an ICE (Immigrations and Customs Enforcement) administrative warrant (see Appendix B)***, School personnel shall inform the agent that he or she cannot consent to any request without first consulting with the School's counsel.
 - ***a federal judicial warrant (search-and-seizure warrant or arrest warrant, see Appendix C & D)***, prompt compliance with such a warrant is usually legally required. If feasible, consult with the School's legal counsel before providing the agent access to the person or materials specified in the warrant.
 - ***a subpoena for production of documents or other evidence (see Appendix E & F)***, immediate compliance is not required. Therefore, School personnel shall inform the School's legal counsel of the subpoena, and await further instructions on how to proceed.
8. While School personnel should not consent to access by an immigration-enforcement officer, except as described above, he/she should not attempt to physically impede the officer, even if the officer appears to be exceeding the authorization given under a warrant or other document. If an officer enters the premises without consent, School personnel shall document his or her actions while on campus.
9. After the encounter with the officer, School personnel shall promptly take written notes of all interactions with the officer. The notes shall include the following items:
 - List or copy of the officer's credentials and contact information;
 - Identity of all school personnel who communicated with the officer;
 - Details of the officer's request;
 - Whether the officer presented a warrant or subpoena to accompany his/her request, what was requested in the warrant/subpoena, and whether the warrant/subpoena was signed by a judge;
 - School personnel's response to the officer's request;
 - Any further action taken by the agent; and
 - Photo or copy of any documents presented by the agent.

10. ECRCHS personnel shall provide a copy of those notes, and associated documents collected from the officer, to the School's legal counsel or other designated agency official.
11. In turn, ECRCHS's legal counsel or other designated official shall submit a timely report to the School's governing Board regarding the officer's requests and actions and the School's response(s).
12. E-mail the **Bureau of Children's Justice** in the **California Department of Justice**, at **BCJ@doj.ca.gov**, regarding any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes.

Policies for Parental Notification of Immigration-Enforcement Actions

ECRCHS personnel must receive consent from the student's parent or guardian before a student can be interviewed or searched by any officer seeking to enforce the civil immigration laws at the school, unless the officer presents a valid, effective warrant signed by a judge, or presents a valid, effective court order.

ECRCHS personnel shall immediately notify the student's parents or guardians if a law-enforcement officer requests or gains access to a student for immigration-enforcement purposes, unless such access was in compliance with a judicial warrant or subpoena that restricts the disclosure of the information to the parent or guardian.

Policies for Responding to the Detention or Deportation of a Student's Family Member

ECRCHS shall encourage that families and students have and know their emergency phone numbers and know where to find important documentation, including birth certificates, passports, Social Security cards, doctors' contact information, medication lists, lists of allergies, etc., which will allow them to be prepared in the event that a family member is detained or deported.

ECRCHS shall permit students and families to update students' emergency contact information as needed throughout the school year, and provide alternative contacts if no parent or guardian is available.

- ECRCHS shall ensure that families may include the information of an identified trusted adult guardian as a secondary emergency contact in case a student's parent or guardian is detained.
- ECRCHS shall communicate to families that information provided within the emergency cards will only be used in response to specified emergency situations, and not for any other purpose.

In the event a student's parent/guardian has been detained or deported by federal immigration authorities, ECRCHS shall use the student's emergency card contact information and release the student to the person(s) designated as emergency contacts. Alternatively, ECRCHS shall release the student into the custody of any individual who

presents a Caregiver’s Authorization Affidavit on behalf of the student. ECRCHS shall only contact Child Protective Services if School personnel are unsuccessful in arranging for the timely care of the child through the emergency contact information that the school has, a Caregiver’s Authorization Affidavit, or other information or instructions conveyed by the parent or guardian.

Policies for Responding to Hate Crimes and Bullying

Adopting and Publicizing Anti-Bullying and Anti-Harassment Policy

ECRCHS has adopted and publicized policies that prohibit discrimination, harassment, intimidation, and bullying on the basis of a student’s actual or perceived nationality, ethnicity, or immigration status. These policies must be translated in the student’s primary language if at least 15 percent of the students enrolled in the school speak a single primary language other than English.

ECRCHS shall notify parents and guardians of their children’s right to a free public education, regardless of immigration status or religious beliefs.

- This information shall include information related to the “Know Your Rights” immigration enforcement established by the Attorney General (see Appendix G).
- ECRCHS shall inform students who are victims of hate crimes of their right to report such crimes.

ECRCHS has adopted a Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy to address these topics, including the receipt and investigation of complaints.

Training Students, Teachers, and Staff on Anti-Bullying and Anti-Harassment Policy

ECRCHS shall educate students about the negative impact of bullying other students based on their actual or perceived immigration status or their religious beliefs or customs. ECRCHS shall also train teachers, staff, and personnel to ensure that they are aware of their legal duty to take reasonable steps to eliminate a hostile environment and respond to any incidents of harassment based on the actual or perceived characteristics noted above. Such training should, at minimum, provide agency personnel with the skills to do the following:

- Discuss the varying immigration experiences among members of the student body and school community;
- Discuss bullying-prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims;
- Identify the signs of bullying or harassing behavior;
- Take immediate corrective action when bullying is observed; and
- Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior.

Appendix X

Student Freedom of Speech and Expression Policy

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STUDENT FREEDOM OF SPEECH AND EXPRESSION POLICY

Students have a right to freedom of speech and may participate in political or free speech activities while on the El Camino Real Charter High School (“ECRCHS” or the “Charter School”) campus. Students may distribute literature reflective of their views and opinions. Students may assemble on campus during non-instructional time to discuss their views and opinions and may participate in peaceful demonstrations on campus during non-instructional periods. Student freedom of expression shall be limited only as allowed by state and federal law in order to maintain an orderly school environment and to protect the rights, health, and safety of all members of the school community. ~~Unprotected Expression includes the following: obscenity; defamation; discriminatory material; harassment (including sexual harassment), intimidation and/or bullying; fighting words; vulgarity and/or profanity; or violating privacy as defined above.~~

California law permits school site administrators to establish reasonable parameters for those students who wish to exercise their free speech rights on campus or during the school day. School site administrators may impose restrictions on the times, place, and manner of those speeches or activities in order to maintain a safe and peaceful campus for all students and school employees. Students who fail to follow the directive of school site administrators or Charter School policy concerning demonstrations, assemblies, sit-ins, etc., may be disciplined.

Definitions

1. “*Obscenity*”: when the (1) average person applying current community standards finds the work as a whole appeals to the prurient interest, (2) the work is patently offensive, and (3) the work lacks serious literary, artistic, political, or scientific value. Examples include pornography or sexually explicit material.
2. “*Defamation*”: Libel (written defamation) and Slander (oral defamation), which includes but is not limited to inaccurately attributing a statement to another, either on purpose for public officials (which includes Charter School staff) or by mistake for private officials, that mischaracterizes the statement.
3. “*Discriminatory Material*”: material that demeans a person or group because of the person/group’s 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), ancestry, 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), immigration status, religion (including agnosticism and atheism), religious affiliation, sexual orientation, childbirth or related medical conditions, genetic information, marital status, age, or association with a person or group with one or more of these actual or

perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation that has the purpose of humiliating, offending, or provoking a person/group.

4. *“Harassment (including sexual harassment), Intimidation and/or Bullying”*: 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 student 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 ~~his or her~~ the student’s physical or mental health, (3) causing a reasonable student to experience a substantial interference with ~~his or her~~ the student’s academic performance, (4) causing a reasonable student to experience a substantial interference with ~~his or her~~ the student’s ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
5. *“Fighting Words”*: words likely to cause (1) the average person to fight or (2) the creation of a clear and present danger of violence, unlawful acts in violation of lawful school regulations, or the substantial disruption of school.
6. *“Vulgarity and/or Profanity”*: the continual use of curse words by a student, even after warning.
7. *“Violating Privacy”*: publicizing or distributing confidential or private material without permission.

On-Campus Expression

Student free speech rights include, but are not limited to, the use of bulletin boards, the distribution of printed materials or petitions, the wearing of buttons, badges, and other insignia, and the right of expression in official publications, whether or not the publications or other means of expression are supported financially by the school or by use of school facilities. Student expression on the Charter School website and online media shall generally be afforded the same protections as print media within the Policy.

Student freedom of expression shall be limited only as allowed by state and federal law in order to maintain an orderly school environment and to protect the rights, health, and safety of all members of the school community. Unprotected Expression includes the following: obscenity; defamation; discriminatory material; harassment (including sexual harassment), intimidation and/or bullying; fighting words; vulgarity and/or profanity; or violating privacy as defined above. Also prohibited shall be material that incites a clear and present danger of the commission of unlawful acts on school premises, the violation

of lawful school regulations, or the substantial disruption of the orderly operation of the Charter School.

A. Distribution of Circulars, Un-Official Newspapers, and Other Printed Matter

Students shall be allowed to distribute circulars, leaflets, newspapers, and pictorial or other printed matter, and to circulate petitions, subject to the following specific limitations:

1. Leaflets, pictorial and other printed matter to be distributed shall be submitted to the ECRCHS Executive Director or designee at least one school day prior to distribution. The Charter School Executive Director or designee shall review material submitted in a reasonable amount of time and shall allow the approved material to be distributed according to the time and manner established by this Policy. ~~The Charter School Executive Director or designee to the Board who shall render a decision within a reasonable period of time after receipt of the appeal. The appeal by the student must notify student(s) if distribution will be made within five (5) school days from the time the unsatisfactory decision was rendered.~~ granted or denied (and if denied, why distribution is not in compliance with this policy). ~~Any student may appeal the decision of the Charter School Executive Director or designee to the Board who shall render a decision within a reasonable period of time after receipt of the appeal. The appeal by the student must be made within five (5) school days from the time the unsatisfactory decision was rendered.~~
2. Distribution, free or for a fee, may take place ~~at any time except during instructional time and providing before school, after school and/or during lunch~~ provided there is no substantial disruption in the school programs (as determined by the Executive Director). Distribution ~~should~~ may not occur ~~during instructional time or~~ in locations that disrupt the normal flow of traffic within the school or at school entrances.
3. The manner of distribution shall be such that coercion is not used to induce students to accept the printed matter or to sign petitions.
4. The solicitation of signatures must not take place in instructional classes or school offices, nor be substantially disruptive to the school program (as determined by the school's Executive Director).
5. The Charter School Executive Director or designee shall work with student government representatives in the development of these procedures. Student responsibilities shall be emphasized.

B. Official School Publications

Official school publications refers to material produced by students in the journalism, newspaper, yearbook, or writing classes and distributed to the student body either free or for a fee.

Pupil editors of official school publications shall be responsible for assigning and editing the news, editorial, and feature content of their publications subject to the limitations of this ~~section~~policy. However, it shall be the responsibility of the journalism staff adviser or advisers of pupil publications to supervise the production of the pupil staff, to maintain professional standards of English and journalism, and to maintain the provisions of this section. The journalism staff adviser(s) shall help the student editors judge the literary value, newsworthiness and propriety of materials submitted for publication.

There shall be no prior restraint of material prepared for official school publications except insofar as it violates this policy. ECRCHS officials shall have the burden of showing justification without undue delay prior to a limitation of pupil expression under this Policy. If the journalism staff adviser(s) consider material submitted for publication to violate this Policy, ~~he or she~~the staff member will notify the student without undue delay and give specific reasons why the submitted material may not be published. The student ~~should~~will be given the opportunity to modify the material or appeal the decision of the journalism staff adviser to the Charter School Executive Director.

C. Buttons, Badges, and Other Insignia of Symbolic Expression

Students shall be permitted to wear buttons, badges, armbands, and other insignia as a form of expression, subject to the prohibitions enumerated in this Policy.

D. Use of Bulletin Boards

Students will be provided with bulletin boards, upon request and subject to availability, for use in posting student materials on campus locations convenient to student use. Where feasible, the location and quantity of such bulletin boards shall be by mutual agreement of student government representatives and ECRCHS administration. Posted material must ~~be in compliance~~comply with other sections of this Policy, particularly regarding the distribution of materials and prohibited speech. Students may not post or distribute materials regarding the meetings of non-curricular student-initiated groups.

E. Organized Demonstrations

Students have the right to lawful organized on-campus demonstrations, subject to the provisions of this Policy and applicable law. Demonstrations that incite pupils to create a clear and present danger of the commission of unlawful acts on school premises or the violation of lawful school regulations, or demonstrations that substantially disrupt the orderly operation of the school are prohibited.

No individual student may demonstrate in the name of the Charter Sschool or as an official Charter School group at any time unless authorized by the Charter School to participate in the activity.

No student may participate in an organized demonstration that occurs during the hours of mandatory school attendance unless sanctioned by the Charter School and

supervised by a designated Charter School employee. Missing school to attend an organized demonstration is not an excused absence. The Charter School will follow its Attendance Policy when determining consequences for students which may include but are not limited to detention, a low grade for a missed test, or receiving a truancy letter. The Charter School will follow its Suspension and Expulsion Policy when determining consequences for students if Charter School policy is violated.

F. Student Speeches

If a student is selected to speak at a Charter School sponsored event, including but not limited to graduation or school assemblies, Charter School has the right to review the pre-prepared speech to ensure that unprotected speech is not included. If unprotected speech is included, the student will be given the opportunity to revise the speech or deliver a modified speech. If not revised or removed, the student will not be permitted to speak at the Charter School sponsored event.

Off-Campus Expression

Off-campus student expression, including but not limited to student expression on off-campus internet web sites, is generally constitutionally protected but shall be subject to discipline when there is a threat to sufficient nexus between the safety of other speech and the school, such expression poses a threat to the safety of other students, staff, or Charter School property, or substantially disrupts the educational program

Relevant considerations include:

1. The degree and likelihood of harm to the Charter School (staff, students, staff, volunteers, and/or Charter School property,) caused or substantially disrupts/aundered by the educational program- expression,
2. Whether it is reasonably foreseeable that the expression would reach and impact the Charter School, and
3. The Charter relation between the content and/or context of the expression and the Charter School. There is always a sufficient nexus between the expression and the Charter School when the Charter School reasonably concludes that it faces a credible, identifiable threat of school violence.

-The Charter School Executive Director or designee shall document the impact the expression had or could be expected to have on the educational program. Off-campus expression that results in the material disruption of classwork or involves substantial disorder or invasion of the rights of others may be subject to discipline.

Off-campus expression, including but not limited to expression involving one or more of the following, may result in discipline:

- a. Serious or severe bullying or harassment targeting particular individuals;
- b. Threats aimed at teachers or other students;

- c. The failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities; or
- d. Breaches of school security devices.

Enforcement

- 1. ~~The ECRCHS Executive Director or designee shall review material submitted in a reasonable amount of time and shall allow the approved material to be distributed according to the time and manner established by this Policy.~~
- 2. ~~Any student may appeal the decision of the ECRCHS Executive Director or designee to the Board who shall render a decision within a reasonable period of time after receipt of the appeal. The appeal by the student must be made within five school days from the time the unsatisfactory decision was rendered.~~
- 3. ~~The ECRCHS administrator shall work with student government representatives in the development of these procedures. Student responsibilities shall be emphasized.~~
- 41. Upon learning that students ~~Students who~~ are considering actions in the areas covered by this Policy, ~~should those students will~~ be informed of the possible consequences of their action under each specific circumstance. The Charter School Executive Director shall ensure that due process is followed when resolving disputes regarding student freedom of expression.
- 25. This Policy does not prohibit or prevent the ECRCHS Governing Board from adopting otherwise valid rules and regulations relating to oral communications by pupils upon the premises of the School.
- 36. No ECRCHS employee shall be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a pupil engaged in the conduct authorized under this Policy, or refusing to infringe upon conduct that is authorized under this Policy, the First Amendment to the United States Constitution, or Section 2 of Article I of the California Constitution.
- 4. ECRCHS shall not make or enforce a rule subjecting a student to disciplinary sanctions solely on the basis of conduct that is speech or other communication that, when engaged in outside of the campus, is protected from governmental restriction by the First Amendment to the United States Constitution or Section 2 of Article I of the California Constitution.

~~While ECRCHS recognizes and respects a student's freedom of speech rights, school employees shall not promote, endorse, or encourage students to participate in any student demonstration, distribution of materials, assembly, sit-in, or walk-out.~~

Complaints and Appeals

The following procedures shall be used to address general disputes regarding student freedom of speech and expression:

1. The student and faculty member shall first attempt to resolve the problem internally.
2. If the student and faculty member are unable to resolve the dispute, the student and/or faculty member may bring the matter to the Charter School Executive Director or designee, who shall hear both sides and strive to resolve the dispute as quickly as possible.
3. Any student or faculty member may appeal the decision of the Charter School Executive Director or designee to the Board who shall render a decision within a reasonable period of time after receipt of the appeal. The appeal by the student must be made within five (5) school days from the time the unsatisfactory decision was rendered.

A student who feels their freedom of expression was unconstitutionally limited and/or limited on the basis of discrimination may file a complaint with ECRCHS by contacting the Executive Director or designee.

Appendix Y

Staff/Student Interaction Policy

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STAFF/STUDENT INTERACTION POLICY

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

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

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

- A. Examples of PERMITTED actions (NOT corporal punishment):
 - 1. Stopping a student from fighting with another student;
 - 2. Preventing a pupil from committing an act of vandalism;
 - 3. Defending yourself from physical injury or assault by a student;
 - 4. Forcing a pupil to give up a weapon or dangerous object;
 - 5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
 - 6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

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

Acceptable and Unacceptable Staff/Student Behavior

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

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

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

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

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

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a School administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

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

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

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

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

Cautionary Staff/Student Behaviors

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

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

Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.

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

Coversheet

Discuss and Vote Multi-Year Renewal for Internet Service Provider Main Campus and Shoup.

Section: V. School Business
Item: E. Discuss and Vote Multi-Year Renewal for Internet Service Provider
Main Campus and Shoup.
Purpose: Vote
Submitted by:
Related Material: 1[1].pdf
2[1].pdf
3[1].pdf
4[1].pdf



COMMUNICATIONS & CONSULTING
AN EMPLOYEE OWNED COMPANY

Request for Proposal for Internet Service Provider Services

EL CAMINO REAL CHARTER HIGH SCHOOL

RFP No: 794-22A.5a

RFP Posting Date: January 5, 2022
Questions Due By: January 19, 2022, at 3:00 PM PST
Proposals Due By: February 2, 2022, at 1:00 PM PST

AT&T General Response:

Notwithstanding anything contained in this RFP to the contrary, AT&T Corp, on behalf of itself and its service-providing affiliates, (“AT&T”) submits this RFP response (the “Response”) subject to the provisions of this Response and the terms and conditions contained in the attached Unified Agreement (the “Unified Agreement”), corresponding Pricing Schedule(s), the E-Rate Rider and any associated transaction-specific documents to be entered into between El Camino Real Charter High School (the “District” or “Customer”) and AT&T (collectively the “Proposed Contract Documents”), copies of which are attached to this Response.

Pricing set forth in the Response assumes the use of the Proposed Contract Documents as the fundamental contractual document between the parties. In that regard, please note that AT&T takes a general exception to the terms and conditions contained within or referenced to in this RFP document. This exception is taken regardless of whether AT&T has specifically referenced the Proposed Contract Documents in response to any individual provision in the RFP.

The Terms and Conditions which are contained within this RFP, do not contain the product - and service related contractual terms necessary for AT&T to properly deliver the products and services described in the Response. In that light, please note that AT&T takes a general exception to the terms and conditions contained within or referenced to in this RFP document; and AT&T submits the Proposed Contract Documents as part of the Response. The pricing submitted in the Response assumes the use of the Proposed Contract Documents as part of any final, negotiated contract.

Any AT&T Responses further clarify its position. The terms and conditions of the Proposed Contract Documents are incorporated herein by reference as part of this Proposal and as though set forth in full herein. The products and services proposed hereunder shall be provided solely pursuant to the rates, charges, terms and conditions (including Service Level Agreements) contained in the Proposed Contract Documents and not pursuant to the terms and conditions contained within or referenced to in this RFP document. The fact that AT&T may not assert the application of the Proposed Contract Documents in response to any individual paragraph in the RFP does not waive its assertion of the use of these documents.

While submission of this proposal does not obligate either party to enter a contract of any kind, upon being selected as your vendor under this RFP, AT&T will work cooperatively to negotiate provisions required for compliance with the RFP as responded to by AT&T. The pricing submitted in the Response assumes the use of the Proposed Contract Documents as part of any final, negotiated contract. Additionally, any purchase orders issued for services as provided under this RFP must clearly provide that the purchase is made via the mutually agreed contract and not subject to the preprinted terms of that purchase order form.

Any third-party software used with the Services (as defined in the Proposed Contract Documents) will be governed by the written terms and conditions of the third-party software supplier’s software license documentation applicable to such software. Title to software remains with AT&T or its supplier. The Customer as the licensee will be bound to all such terms and conditions, and they shall take precedence over any agreement between the parties as relating to such software.

It is AT&T’s goal to provide the best communications services at the best value for all of our customers using the highest ethical and legal standards. Given the long and successful history of AT&T, we are confident this will be a successful contracting process, leading to a successful project performance.



ARRA Disclaimer: To the extent any portion of this project may be funded in whole or in part with grants, loans or payments made pursuant to the American Recovery and Reinvestment Act of 2009 ("ARRA"), AT&T and El Camino Real Charter High School will need to reach mutual agreement on AT&T's participation.

Proposal Validity Period—The information and pricing contained in this proposal is valid for a period of 90 days from the date written on the proposal cover page, or until the E-rate filing window closes for the upcoming E-rate Funding year, whichever occurs later, unless rescinded or extended in writing by AT&T.

Proposal Pricing—Pricing proposed herein is based upon the specific product/service/equipment mix and locations outlined in this proposal and is subject to AT&T's proposed terms and conditions for those products and services and the AT&T E-rate Rider unless otherwise stated herein. Any changes or variations in the proposed terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

Providers of Service—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand.

Software—Any software used with the products and services provided in connection with this Proposal will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, and they will take precedence over any agreement between the parties as relates to such software.

Disclaimer—For purposes of this Proposal, the identification of certain services as "eligible" or "non-eligible" for E-rate funding is not dispositive, nor does it guarantee that this or any other services in this Proposal will be deemed eligible for such funding. Any conclusions regarding the eligibility of services for E-rate funding must be based on several factors, many of which have yet to be determined relative to the proposed services and equipment described herein. Such factors will include, without limitation, the ultimate design configuration of the network, the specific products and services provisioned to operate the network, the type of customer, and whether the services are used for eligible educational purposes at eligible locations. In its proposal, AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") website www.usac.org/e-rate. This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD after a review of the customer's E-rate application for this proposal. If AT&T is awarded the bid for this project, AT&T will provide assistance on the E-rate application solely on matters relative to the functionality of the services and products which comprise the network. Nevertheless, the responsibility for the E-rate application is with the customer. AT&T is not responsible for the outcome of the SLD's decision on these matters.

End User Equipment—E-rate recipients must cost allocate any non-ancillary ineligible components that are bundled with eligible products or services. Cost allocations are the responsibility of E-rate Applicants. For additional information, reference USAC/SLD website @ www.usac.org/e-rate and Cost Allocation Guidelines for Services @ www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-overview/cost-allocations-for-services/.

Copyright Notice and Statement of Confidentiality—© 2021 AT&T Intellectual Property. AT&T and Globe logo are registered trademarks and service marks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks are the property of their respective owners. The contents of the Proposal (except for pricing applicable to E-rate funded services) are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein.

In conformity with the Federal Communications Commission (FCC) Schools and Library Division (SLD), "Universal Service Fund" (a.k.a. "E-Rate" funding) application process, El Camino Real Charter High School, here after referred to as "Owner", is seeking proposals from qualified providers of **ISP Services**.

Any and all updated project information, forms, including addenda, will be distributed through the project website, located at www.infinitycomm.com/projects & <https://portal.usac.org/suite/>. All of these documents shall be made part of and material to the contract for services.

****Vendors, subcontractors, and subcontractors who perform on-site activities are required to contact the awarding entity for current health and safety protocols. Including but not limited to COVID-19 vaccination requirements. ****

AT&T Response:

AT&T understands and will make the contact requested. The foregoing is without limitation to the Proposed Contract Documents, in particular Section 3.1 ("Access Right") of the Unified Agreement. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.



Scope of Work

The Owner currently receives access to the World Wide Web at 5Gbps, or higher. It is expected that all schools within the Owner connect to the Owners Office and then are connected to the internet via the Owners Office, unless otherwise noted in the "Additional Services List" below. It is anticipated that all staff and students within the Owner will be able to access this service.

The Respondent must include in their proposal any/all electronic equipment needed to accomplish access to the internet and monitoring of the circuit during normal business hours. Maintenance of all Respondents equipment shall be a part of the Respondents responsibility. If there is a one-time connection fee, please list this fee separately.

AT&T Response:

For the price(s) quoted herein, AT&T will provide only the items of equipment and services specifically listed in this bid response. Any additional equipment or services beyond those herein will be provided at additional charges. Our pricing is predicated on the requirements as set forth by the bid documents, and use of terms and phrases, such as "all-inclusive" or language to similar effect, does not require AT&T to provide equipment or services beyond those specifically noted in our quote.

Please refer to your RFP Response Package for proposal details include product, pricing and contract information. Please note: Proposed prices do not include applicable taxes, surcharges or fees. Taxes, surcharges and fees are subject to change during the proposed contract term.

The Respondent shall provide service to 5440 Valley Circle Blvd., Woodland Hills, CA 91367.

The Owner will accept a CALNET contract and CALNET terms and conditions if offered.

Internet Access

The Respondents cost to provide Internet Access (Bandwidth) shall include the following:

1. The available bandwidth shall be a minimum of 5Gbps, or higher.
2. The service handoff shall be directly to the Owner's existing Local Area Network.
3. Internet access shall be available 24 hours, 7 days a week, 365 days a year.
4. Route all Owner's TCP/IP data traffic from their network to the internet.
5. Respondent must maintain connections to multiple Tier 1 internet providers.

AT&T Response:

We are proposing AT&T Dedicated Internet (ADI) with multiple bandwidth options. Each bandwidth is offered with a 36 month contract term and two optional, mutually agreed upon 12 month extensions, and includes an AT&T owned and managed router.

Please refer to your RFP Response Package for proposal details including product, pricing and contract information.

Please note: Proposed prices do not include applicable taxes, surcharges or fees. Taxes, surcharges and fees are subject to change during the proposed contract term.

Please see our response above regarding eligible and non-eligible services.

Internet Connection

The Respondents cost to provide an Internet Connection (circuit), shall include the following:

1. The necessary physical connection from the Respondent to the Owner, including but not limited to any/all one-time special construction cost(s), permits and licensing, and Respondent's supplied on-site premise equipment necessary to successfully transmit the requested service.
2. All costs necessary, including but not limited to, "curb-to-demarc", to deliver the requested hand off to the Owners existing "point-of-demarcation".



- a. Point-of-Demarcation: El Camino Real Charter High School at 5440 Valley Circle Blvd., Woodland Hills, CA 91367.
3. Demarcation hand-off will be a Fiber Ethernet connection. Respondent will provide and maintain all premise equipment necessary to provide the Owner with the specified hand-off type of service requested.
4. Full duplex operation (bi-directional connection)
5. The requested service shall allow the following Network Protocols:
 - a. All TCP/IP protocols
 - b. All layer 1 and layer 2 protocols. Minimum layer 3 protocols (EIGRP, IGMP, IPSEC, OSPF, & RIP).
6. No other Respondents customer will have any physical or logical access to the Owner's traffic/VLAN.

All proposals from Respondents will include **any/all** costs associated with switching services from the Owner's present service provider. By providing a proposal to the RFP, the Respondent is acknowledging and accepting this requirement.

Additional Services List None.

E-Rate Requirements

The services requested in this RFP are dependent on funding from the E-Rate program. The Owner expects each Respondent to make themselves thoroughly familiar with all applicable rules and regulations regarding the E-Rate program. For further information regarding the E-Rate program, please reference the USAC Schools and Libraries website at: www.universalservice.org/sl/

AT&T Response:

AT&T understands and will comply. The AT&T family of companies has been participating in the E-Rate program for schools and libraries since the program's inception, and can provide a complete range of E-Rate-eligible and non-eligible services to assure your schools and libraries are connected, from local and long distance phone service to network design and integration, Web hosting, Internet access and eligible infrastructure components. We're proud to bring our telecommunications expertise and knowledge of the E-Rate program to your school or library, helping to provide all eligible K-12 schools and public libraries with a affordable access to advanced telecommunications services.

All contracts entered because of this RFP and the associated Form 470 will be contingent upon:

1. Funding approval by the SLD.
2. Approved funding amount equal to the funding amount as requested on the Form 471.

AT&T Response:

With respect to purchases made via this proposal being contingent on E-rate funding, AT&T responds as follows: The E-Rate rules require that, at the time Applicants apply for E-Rate funding, they must have a binding contract in place, unless the services are month-to-month or tariff. <http://www.usac.org/sl/applicants/step04/contract-guidance.aspx>. Accordingly, AT&T proposes the following language be included in the definitive agreement for non-appropriations and E-rate funding termination right. While AT&T does not agree to make this contract "contingent", AT&T would agree to the inclusion of a right to terminate the agreement if E-Rate funding is denied. Such non-appropriation and termination right would be subject to the following:

SERVICES WILL NOT COMMENCE UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES UNLESS AND UNTIL A NEW AGREEMENT (REPLACING THIS AGREEMENT) IS EXECUTED.

A. Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer's notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.



B. Funding Denial Agreement Termination: If a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s), shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

3. The Respondent providing, at the time of bid, and maintaining a valid Service Provider Identification Number (SPIN) consistent with the type of service requested in the RFP.

AT&T Response:

AT&T Corp SLD SPIN specific to AT&T Dedicated Internet in this RFP is 143001192.

4. A certified Form 486 filed by the Owner and/or written "Notice to Proceed" from the Owner to the winning Respondent to initiate service. The Service Provider must contact the Owner prior to work proceeding.

AT&T Response:

With regard to the commencement of work/initiation of service, AT&T understands and agrees that consistent with the terms of the E-Rate Rider, Customer has discretion concerning the commencement of work/initiation of service; provided, however, that any such postponement in the commencement of work/initiation of service by Customer must be exercised in a reasonable manner based on the relevant facts and shall not extend beyond six months without AT&T's written agreement. Consistent with the foregoing, AT&T will not commence work/initiate service without a certified Form 486 and a "Notice to Proceed" being received from Customer.

Per the requirements of the E-Rate program, no billing and/or service may begin for this contract prior to July 1, 2022, and may not extend past June 30, 2023. Per E-Rate rules, applications will be submitted each year of multiyear contracts for funding consideration.

AT&T Response:

AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order without funding approval or verification in writing from the Customer to proceed based on funding approval by the USAC/SLD, whichever occurs first. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation. Please see the attached E-Rate Rider for more information.

AT&T will be glad to coordinate all its activities on the site with Customer, and will endeavor to meet all mutually agreed implementation dates; however, AT&T shall not be liable for any problems caused by force majeure, delays due to any fault of Customer, and/or any contractor or subcontractor employed by Customer, or network delays, or for problems resulting from causes beyond the reasonable control of AT&T.

The Respondent is required to provide the Lowest Corresponding Price (LCP) for equipment and/or services as has been provided to other customers in the area. In the event of an audit and a rule violation pertaining to LCP, in regard to a service provider *not* providing the LCP, any funds that are requested to be returned to compensate the difference or any rule violation will be the responsibility of the service provider that has failed to provide the LCP.

AT&T Response:

The prices provided in this response are consistent with the AT&T E-Rate Pricing Policy which was developed by AT&T for compliance with E-Rate pricing regulations.

AT&T understands that the Customer will not be liable to AT&T for any amounts which were the subject of E-Rate funding, but which were denied such funding solely as a result of AT&T's violation of E-Rate rules. Should funding be denied for reasons other than AT&T's violation of E-Rate rules, AT&T will not initiate collection proceedings with respect to the portion of the invoice unpaid as a result of the loss of E-Rate funding while Customer diligently seeks reasonable administrative appeals of such decision.



Invoicing

The Owner has the right to choose the type of invoicing method used to pay for the services provided. The Respondent acknowledges this right upon submission of a response to this request.

Service Provider Invoicing

The Owner's discount percentage rate, as determined on the Form 471, will be the maximum that the Owner is liable for. The Respondent will be responsible to invoice USAC for the remaining balance, when using the Service Provider Invoice (SPI) method, or Form 474. Prior to invoicing USAC for the service rendered, the Respondent agrees to provide the Owner a copy of the USAC invoice to verify that the service has been delivered and accepted by the Owner before the Respondent invoices USAC.

AT&T Response:

AT&T can accommodate both SPI and BEAR billing methods to provide E-Rate discounts and agrees to adhere to the E-Rate rules applicable to each method. For SPI billing, AT&T will provide discounts as follows:

When customers designate their choice of SPI billing for services provided by most AT&T affiliates, the AT&T invoice will reflect the full amount charged for the services as well as the application of the discount and the amount of the customer's non-discounted portion. In order to receive discounts, however, customers will be required to provide detailed information to AT&T regarding which products, services, circuits or billed telephone numbers are attributable to each of its USAC Funding Request Numbers and file the SLD required Form 486. AT&T will provide customer with the appropriate forms for delivering this information upon AT&T's receipt of the Funding Commitment Decision Letter (FCDL) from the Schools and Libraries Division of USAC (SLD). Upon receipt of the required information, discounts will appear on the customer bill within 2-3 bill cycles. Customer will be responsible to pay all amounts not paid for through the E-Rate program.

When a customer requests the Service Provider Invoice (SPI) method of billing for services provided by some AT&T affiliates, (such as AT&T Corp, Alascom and TCG), AT&T utilizes the AT&T Reimbursement Form (ARF) process to obtain its E-Rate discounts. Under this process, customer registers via an online customer account profile web page located at: <https://www.erate.att.com/arf/index.cfm>. Once the accounts are submitted by the customer online and calculated by AT&T, AT&T utilizes various methods for applying the E-rate discounts for the customer when the SPI discount method is selected. Under any of these methods, AT&T will seek reimbursement from the SLD. For more information regarding ARF, see <https://www.erate.att.com/arf/index.cfm>. Customer must file the SLD required Form 486 in order to receive any discounts under the E-Rate program.

BEAR Invoice Method

When utilizing the BEAR method of invoicing, the Respondent will invoice the Owner for the entire amount of the service rendered. The Owner will invoice USAC for the discounted portion of the services provided.

If the customer elects BEAR invoicing method it will be handled in accordance with E-Rate rules. Beginning with the 2016 Program Year, the BEAR process changed substantially. No longer will the BEAR be routed through the service provider for payment. BEARs will be submitted directly by the applicant to USAC and payments will be made directly to the applicant via an EFT transaction. More information on the change in this process can be found at: <https://www.usac.org/e-rate/service-providers/step-5-invoicing/>

Termination

The Owner reserves the right to terminate any contract and/or agreement with any Respondent, even the apparent winner, regardless of USAC's approval or denial of funding; any funding requested because of this RFP, prior to any work starting. The Owner reserves the right to accept the pricing proposal solely dependent upon SLD approval.

AT&T Response:

Notwithstanding anything contained in this RFP to the contrary, all terms and conditions relating to termination shall be as set forth in the Proposed Contract Documents, in particular Section 8 ("*Suspension and Termination*") of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.



Bid Package Requirements

No bill will be accepted from, or contract awarded to a Respondent:

1. Who is not licensed in accordance with the law.
2. Does not hold a license qualifying them to perform work under this contract in the State of California.

AT&T Response:

AT&T clarifies that while typically, a contractor license is required to “construct, alter, repair, add to, subtract from, improve, move, wreck or demolish any building” (*Howard v. State*, 85 Cal. App. 2d 361, 364, 193 P.2d 11, 13 (1948); Cal. Bus. & Prof. Code § 7026), the California Business and Professions Code establishes an exemption to the contractor license requirement for public utilities at Cal. Bus. & Prof. Code § 7042.5. AT&T Corp. is entitled to rely on that exemption under applicable law because it is a public utility. See also 78 Cal. Op. Att’y Gen. 261 (1995).

All terms and conditions relating to licenses, permits and consents as well as compliance with laws shall be as set forth in the Proposed Contract Documents. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

AT&T’s Response is submitted under applicable laws and regulations current at the time of contract execution. AT&T shall comply with all laws applicable to AT&T. Changes in laws and regulations may require changes in pricing and performance.

3. Who does not hold a valid SPIN and is not in good standing with the FCC/USAC.

AT&T Corp SLD SPIN specific to AT&T Dedicated Internet in this RFP is 143001192.

4. Who has not successfully performed one project of similar character and scope of the proposed work.
5. Does not provide all required documentation as required by this RFP.

All prospective Respondents wishing to provide a proposal for this RFP must submit their responses to **Ashton Galvan** at p1bids@infinitycomm.com or to the following address:

Ashton Galvan
Infinity Communications and Consulting, Inc.
4909 Calloway Drive, Suite 102 Bakersfield,
CA 93312

Proposals will only be received until **February 2, 2022, at 1:00 PM PST**. Proposals received after this time will not be considered for award. Respondents will provide the RFP number and bid time in the subject line of the email, or if responding by mail the RFP number and bid time on the lower left-hand corner of the response envelope.

Due to the inconsistency and unreliability of physical delivery services, it is highly recommended that all responses be sent via email. Email responses are limited to 15Mb in size and must be in PDF format. Responses received after the appointed date and time will only be considered for review after responses received prior to the due date and time have been reviewed.

Responses received after the appointed date and time will be subject to the owners Right to Reject any and all proposals.

All inquiries for this RFP will be directed to **Ashton Galvan** at p1bids@infinitycomm.com. The deadline for all questions regarding this RFP will be **January 19, 2022, at 3:00 PM PST**.

All Respondents are required to provide the following information. Failure to provide the following information can result in the Respondent’s proposal being deemed non-responsive and removed from consideration by the Owner.

1. **Itemized Bid Price Sheet** – All proposed prices provided by the Respondent will be itemized, per the requirements of the E-Rate program. Respondents will provide itemized cost for a minimum of the following:



eligible services/equipment, ineligible services/equipment, one-time costs breakdown, installation costs, any fixed costs, E-Rate eligible itemized tax and surcharges descriptions breakdown with cost, and utilization costs (such as cost per increment). Respondent will include in their bid response all monthly unit pricing for each component of this system and an annual estimate of the California Teleconnect Fund discount.

AT&T Response:

AT&T understands, however, AT&T's identification of certain services as "eligible" or "non-eligible" for Universal Service ("E-Rate") funding is not dispositive. Any conclusions regarding the eligibility of services for E-Rate funding are based on several factors, many of which are not within AT&T's reasonable control. AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") website www.sl.universalservice.org. This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD, and AT&T does not represent or guarantee the eligibility of any service or product.

AT&T is experienced with CTF and works through its Regulatory Department to ensure its contracts are timely filed with the CPUC and includes the eligible CTF products/services. Please note that the final determination of CTF eligibility is made by the CPUC and that it is DISTRICT's responsibility for the outcome of the CPUC's decision on these matters. AT&T will abide by all CTF requirements. Evidence of AT&T's eligibility can be found at the following website: <http://www.cpuc.ca.gov/PUC/Telco/Public+Programs/CTF/Service+Providers.htm>.

AT&T Services eligible for CTF discounts can be found at: <http://www.kn.att.com/CTF/> AT&T will assist in the preparation of the "Bulk Upload Template" in accordance with E-Rate rules and regulations, but customer will remain responsible for the content of the Bulk Upload Template.

AT&T Services eligible for CTF discounts can be found at: <http://www.kn.att.com/CTF/> AT&T will assist in the preparation of the "Bulk Upload Template" in accordance with E-Rate rules and regulations, but customer will remain responsible for the content of the Bulk Upload Template.

To the extent AT&T could become familiar with local conditions in order to respond to this RFP by the deadline, AT&T has attempted to do so. However, the information and pricing submitted with this RFP response will be subject to change on account of any error or omission in the RFP information provided by the Customer or upon further investigation(s) as to local conditions and the exact requirements of any future order. AT&T will not be responsible for knowledge of latent conditions absent express written disclosure by Customer prior to bidding. Customer remains responsible for providing a suitable installation site including compliance with AT&T's room-ready requirements. The parties' responsibilities for hazardous materials will be as set forth in the Proposed Contract Documents. AT&T will be responsible for obtaining licenses and permits required for its work at its cost, and the Customer will be responsible for obtaining any easements, rights-of-way or other consents required, at its cost.

For the price(s) quoted herein, AT&T will provide only the items of equipment and services specifically listed in this bid response. Any additional equipment or services beyond those herein will be provided at additional charges. Our pricing is predicated on the requirements as set forth by the bid documents, and use of terms and phrases, such as "room ready" or "all-inclusive" does not require AT&T to provide equipment or services beyond those specifically noted in our quote.

2. **Service Agreement** – Along with the Respondent's proposal, it is **REQUIRED** that the Respondent include a copy of their multi-year service agreement, when applicable. Upon review of all proposals, the Owner will sign, date, and return the successful Respondents agreement.

AT&T Response:

A sample contract has been provided in your RFP Response Package. Upon award of the bid, an executable contract will be provided.



- 3. Respondent Information** – Respondent will provide in their proposal package documentation that details the following: firm name, business address, phone and fax numbers and a brief overview of the Respondent’s organization, a brief history of the firm, a primary contact person to support the contract(s), and the Respondents SPIN. Respondents’ information shall not exceed 3 pages in length.

AT&T Response:

The AT&T Corporation was incorporated on March 3, 1885, in the state of New York. (135+ years ago.)

As the first truly modern media company, AT&T has been changing the way people live, work and play. AT&T has been in the communications business in excess of 135 years. It started with Alexander Graham Bell’s telephone. Since then, our legacy of innovation has expanded into broadband, mobility and media services.

The AT&T family of companies has been participating in the E-Rate program for schools and libraries since the program’s inception, and can provide a complete range of E-Rate-eligible services to assure your schools and libraries are connected, from local and long distance phone service to network design and integration, Web hosting, Internet access and eligible infrastructure components. We’re proud to bring our telecommunications expertise and knowledge of the E-Rate program to your school or library, helping to ensure that all eligible K-12 schools and public libraries have affordable access to advanced telecommunications services.

Information pertaining to AT&T as a business, including investor information and sales can be found in the Company Profile and Investor Relations tabs of www.att.com
<http://www.att.com/gen/investor-relations?pid=5711>

Please see our response regarding SPIN in Item 3 under the **E-Rate Requirements** above.

Bidder Information:

Lynn Simmons
7620 Convoy Ct. rm 102
San Diego, Ca. 9211
Lynn.Simmons@att.com
858-268-5922

- 4. General Acknowledgement** – Respondents shall provide an executed copy of the provided form acknowledging the RFP requirements.

AT&T Response:

AT&T takes exception to the portion of this provision that implies that bidder’s mere acknowledgement of the RFP requirements as an acceptance of the terms and conditions in the RFP.

The contract terms contained with or referenced to in the RFP do not contain the product-related contractual terms necessary for AT&T to properly deliver the products and services described in this Response.

AT&T does not intend for the information provided in this Response to be the final expression between the parties. AT&T’s Response is submitted subject to the provisions hereof and the terms and conditions of the Proposed Contract Documents; and AT&T reserves the right to negotiate the terms and conditions of the final contract. The information contained in this Response, or any part thereof, shall only be made a part of any resulting written contract between AT&T and the District to the extent agreed to by both parties.

Pricing set forth in this Response assumes the use of the Proposed Contract Documents as the fundamental contractual document between the parties. In that regard, please note that AT&T takes a general exception to the terms and conditions contained within or referenced to in the RFP. This exception is taken regardless of whether AT&T has specifically referenced the Proposed Contract Documents in response to any individual provision in the RFP.



Should AT&T be selected as your vendor under this RFP, AT&T will work cooperatively with you to finalize and/or clarify any contractual provisions required for compliance with the RFP and this Response, and to expedite any purchases made pursuant to this offer.

- 5. **List of References** – Respondent will include a minimum of three (3) client references. References will include Contact Name, Organization Name, and Contact telephone and email information. References must be from winning proposals within the last three calendar years.

AT&T Response:

Many AT&T customers are willing to discuss their services and their working relationship with us. However, because most businesses carefully protect their proprietary business and network information, they ask us to limit the types of requests that they receive about these services. Since these customers provide reference information as a courtesy to AT&T, we strictly honor their requests for how these contacts are made.

We understand El Camino Real Charter’s desire for reference contacts, and we carefully protect the privacy of our customers. AT&T serves many school systems, city and county governments, as well as commercial businesses in California. If AT&T is selected, we will work with you to obtain reference contacts required to meet your needs.

- 6. **Respondent Qualifications** – Respondent will provide in their proposal package sufficient documentation that demonstrates the Respondent’s ability to provide the services as required in this RFP.

AT&T Response:

AT&T is uniquely qualified to provide proficient technical service for the system proposed herein. Only manufacturer trained Technicians and Service Consultants perform installation, and maintenance on the system. If required after contract award, AT&T will supply documentation to authenticate technical expertise, within the parameters of confidentiality limits.

- 7. **Implementation Plan** – Respondent will provide an implementation plan, if applicable, that details: the process for Respondent, system cut-over (including a schedule), and contact information for the Service and/or Installation Managers that will be responsible for this project. Provide any specific or required dialing codes that would be necessary for your solution.

In the event the incumbent does not respond with a quote, the Owner will use the incumbent service providers current pricing as their proposal.

AT&T Response:

AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order or verification in writing from the Customer to proceed. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

AT&T will be glad to coordinate all its activities on the site with Customer, and will endeavor to meet all mutually agreed implementation dates; however, AT&T shall not be liable for any problems caused by force majeure, delays due to any fault of Customer, and/or any contractor or subcontractor employed by Customer, or network delays, or for problems resulting from causes beyond the reasonable control of AT&T.

AT&T clarifies that AT&T is proposing a contract, which when mutually agreed by the parties, will form the complete and final agreement of the parties, regardless of any potential AT&T status as an incumbent.



Contract Requirements

The owner intends to use the Respondents supplied Service Agreement to formalize any contractual relationship that results from this RFP. However, the following provisions **must** be specifically included in the Respondents supplied agreement for the Respondent's proposal to be considered responsive. Failure to include any of these provisions shall result in the Respondent's proposal being determined non-Responsive, and no further evaluation of the proposal will be considered.

AT&T Response:

A sample contract has been provided in your RFP Response Package. Upon award of the bid, an executable contract will be provided.

Terms and Conditions

Proposal contracts shall be based on a three (3) year term with two (2) one (1) year extensions. The initial three (3) year term shall start July 1, 2022, and end June 30, 2025. The Owner reserves the option to extend this contract for a period of two (2) one (1) year extensions through June 30, 2027, not to exceed a total of five (5) contract years. An extension option must be mutually acceptable to both parties. Any request for an acceptance of an extension shall be in written form and shall include any requests and justifications for adjustment in compensation. If Respondents can provide lower rates by extending the length of the contract, please provide this option as part of the response.

AT&T Response:

We are proposing AT&T Dedicated Internet (ADI) with multiple bandwidth options. Each bandwidth is offered with a 36 month contract term and two optional 12 month mutually agreed upon extensions and an AT&T owned and managed router.

Please refer to your RFP Response Package for proposal details including product, pricing and contract information.

Please note: Proposed prices do not include applicable taxes, surcharges or fees. Taxes, surcharges and fees are subject to change during the proposed contract term.

Please see our response above regarding eligible and non-eligible services.

Service "Growth Clause"

Growth Services may or may not be requested by the Owner during the contract term. The "Growth Clause" shall not require a change in contract terms. The "Growth Clause" shall include a price for all existing service types plus any additional services of the same type/speeds/bandwidths of 10Gbps, 15Gbps, and 25Gbps.

See proposal package for specific pricing information.

Bid Evaluation

The Owner will evaluate and select the winning proposal based on the following criteria.

AT&T Response:

To the extent the evaluation criteria is consistent with the E-Rate rules, AT&T agrees. AT&T understands and reserves the right, consistent with this RFP and/or applicable local and state procurement statutes, ordinances, guidelines and other applicable authorities, to contest an award made under this RFP.



1. **Price (30%)** – The price of eligible goods and services will be the highest weighted factor. The Owner will evaluate price based ONLY on the eligible monthly and eligible “one-time” costs. E-Rate ineligible items must be provided on a separate rate sheet that will not be a part of this evaluation.

AT&T Response:

AT&T’s identification of certain services as “eligible” or “non-eligible” for Universal Service (“E-Rate”) funding is not dispositive. Any conclusions regarding the eligibility of services for E-Rate funding are based on several factors, many of which are not within AT&T’s reasonable control. AT&T will take guidance from the “Eligible Services List” and the specific sections on product and service eligibility on the Schools and Libraries Division (“SLD”) of the Universal Service Administrative Company (“USAC”) website: <https://www.usac.org/e-rate/> This site provides a current listing of eligible

products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD, and AT&T does not represent or guarantee the eligibility of any service or product.

The prices provided in this response are consistent with the AT&T E-Rate Pricing Policy which was developed by AT&T for compliance with E-Rate pricing regulations.

AT&T understands that the Customer will not be liable to AT&T for any amounts which were the subject of E-Rate funding, but which were denied such funding solely as a result of AT&T’s violation of E-Rate rules. Should funding be denied for reasons other than AT&T’s violation of E-Rate rules, AT&T will not initiate collection proceedings with respect to the portion of the invoice unpaid as a result of the loss of E-Rate funding while Customer diligently seeks reasonable administrative appeals of such decision.

2. **Experience (25%)** – The Owner will evaluate prospective Respondent’s experience based on, but not limited to, the Respondent’s ability to successfully provide the requested service(s), and prior history with the Owner. This may generate positive or negative as a result. A neutral finding will provide all Respondents the same score.
3. **Accuracy of Response (20%)** – The Owner will evaluate the prospective Respondent’s proposal response for, but not limited to, completeness of proposal package, Service Agreement, amendments and/or exceptions to the requested service(s).
4. **Qualifications (15%)** – The Owner will evaluate the prospective Respondent’s qualifications based on, but not limited to, technical expertise and service coverage and the number of projects successfully completed by the Respondent providing the same type and scope of the requested services. This score will be affected by the Respondent’s ability to provide CTF discounts.

AT&T Response:

Yes, AT&T does participate in the California Teleconnect Fund.

Evidence of AT&T’s eligibility can be found at the following website: [California Teleconnect Fund](#)

5. **Service Level Agreement (10%)** – The Respondent will include a signed and dated copy of their multiyear Service Agreement (contract and service level agreement) with the proposal. Upon review and evaluation of all proposals, the Owner will sign, date, and return the successful Respondent’s agreement(s).

AT&T Response:

AT&T is bidding its standard Service Level Agreements (SLAs) for its products and services which are available for review at: <http://serviceguidenew.att.com/>

Please select the appropriate service, then navigate to the Service Level Agreement section of that Service Guide. A copy of the Service Guide is attached to our response package.



Protests

In order to be considered, written protests containing the proposal number must be submitted in accordance with the Owner's Board of Education Policy for protests. Protests must be made on the following grounds to be considered:

1. Owner failed to follow the selection procedures and adhere to the requirements specified in this RFP or any amendments hereto, or
2. A Conflict of Interest
3. State and/or Federal law has been violated.

Respondent Selection/Contract Award

The Owner reserves the right to make the award to the Respondent who submits the proposal which meets the requirements, set forth herein and best meets the needs of the Owner after taking into consideration all of the aforementioned factors. The Owner also reserves the right to select portions of a proposal, or to reject any and all proposals.

Failure to Provide Service

If the selected vendor is unable to provide the service for which they are contracted to provide, the awarded service provider agrees to financial compensation to the Owner to move to the next qualified Respondent. Financial compensation will be equal to, but not more than the difference in cost between the awarded service provider and the next most qualified provider.

AT&T Response:

Notwithstanding anything contained in this RFP to the contrary, all terms and conditions relating to default, termination and remedies shall be as set forth in the Proposed Contract Documents, in particular Section 8 ("*Suspension and Termination*") and Section 6 ("*Limitations of Liability and Disclaimers*") respectively of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

Right to Reject Any and All Proposals

The governing Board of the Owner reserves the right to accept or reject any or all proposals in whole or in part or waive any irregularities in any proposal received. The Owner shall be the sole judge of the competency and responsibility of the Respondent. The submission of a proposal by a Respondent is acknowledgement of this right.

AT&T Response:

AT&T's proposal hereunder is a direct reflection of the scope of work as presented here, as of the date of submission. Changes/modifications made after submission will require mutual agreement/adjustment to the final configuration, subsequent pricing and Implementation schedule. For the price quoted AT&T will provide the equipment and services listed. Any additional equipment and services will be provided at additional cost.

Regarding the waiver of any irregularities, AT&T agrees, except to the extent the waiver of any irregularities portions of this provision as used here and throughout this RFP implies AT&T waives rights to protest the award decision. To that end, AT&T reserves all protest rights afforded bidders/respondents participating in the contracting process.



GENERAL ACKNOWLEDGEMENT FORM

Project #: 794-22A.5a
Owner: El Camino Real Charter High School

The following documents shall be submitted with the proposal:

1. Itemized Bid Price Sheet

AT&T Response:

Please refer to your RFP Response Package for proposal details including product, pricing and contract information. Please note: Proposed prices do not include applicable taxes, surcharges or fees. Taxes, surcharges and fees are subject to change during the proposed contract term.

2. Service Agreement

AT&T Response:

AT&T is bidding its standard Service Level Agreements (SLAs) for its products and services which are available for review at: <http://serviceguidenew.att.com/>

Please select the appropriate service, then navigate to the Service Level Agreement section of that Service Guide.

3. Respondent Information

Lynn Simmons@att.com
7620 Convoy Ct. rm 102, San Diego, Ca. 9211
858-268-5922

4. General Acknowledgement

5. List of References

AT&T Response:

Many AT&T customers are willing to discuss their services and their working relationship with us. However, because most businesses carefully protect their proprietary business and network information, they ask us to limit the types of requests that they receive about these services. Since these customers provide reference information as a courtesy to AT&T, we strictly honor their requests for how these contacts are made.

We understand El Camino Real Charter School's desire for reference contacts, and we carefully protect the privacy of our customers. AT&T serves many school systems, city and county governments, as well as commercial businesses in California. If AT&T is selected, we will work with you to obtain reference contacts required to meet your needs

6. Respondent Qualifications

AT&T Response:

The AT&T Corporation was incorporated on March 3, 1885, in the state of New York. (135+ years ago.)

As the first truly modern media company, AT&T has been changing the way people live, work and play. AT&T has been in the communications business in excess of 135 years. It started with Alexander Graham Bell's telephone. Since then, our legacy of innovation has expanded into broadband, mobility and media services.




The AT&T family of companies has been participating in the E-Rate program for schools and libraries since the program's inception, and can provide a complete range of E-Rate-eligible services to assure your schools and libraries are connected, from local and long distance phone service to network design and integration, Web hosting, Internet access and eligible infrastructure components. We're proud to bring our telecommunications expertise and knowledge of the E-Rate program to your school or library, helping to ensure that all eligible K-12 schools and public libraries have affordable access to advanced telecommunications services.

AT&T is uniquely qualified to provide proficient technical service for the system proposed herein. Only manufacturer trained Technicians and Service Consultants perform installation, and maintenance on the system. If required after contract award, AT&T will supply documentation to authenticate technical expertise, within the parameters of confidentiality limits.

Information pertaining to AT&T as a business, including investor information and sales can be found in the Company Profile and Investor Relations tabs of www.att.com
<http://www.att.com/gen/investor-relations?pid=5711>

7. Implementation Plan (if applicable)

***** SUBJECT TO THE EXCEPTIONS, CLARIFICATIONS AND RESPONSES SPECIFIED IN AT&T'S**

PROPOSAL RESPONSE ***  Pursuant to and in compliance with the published RFP and related documents, the undersigned Respondent, having familiarized himself/herself with the terms of the RFP, the conditions affecting the performance of the RFP, the cost of the work at the place where the work is to be done, and other Documents, proposes and agrees to perform , within the time stipulated, including all of its required services, and everything required to be performed, and to provide and furnish any and all of the professional services, applicable taxes, utility, and transportation services necessary to perform the requested contract and complete in a workmanlike manner all of the work required in connection with the RFP Documents, including Addendum No.'s **NA**. Copies of Addenda are obtainable at the office of the owners' representative (Infinity Communications).

AT&T Response:

For clarification, AT&T will install, implement and cutover the system components called for in the agreed specifications and perform the Proposed Contract Documents in accordance with their terms. The components provided will operate in accordance with the manufacturer's specifications, the RFP specifications as responded to by AT&T and the agreement of the parties.

Because the assignment(s) for specific tasks are not made until the contract is awarded, specific name(s) and biographical information for specific tasks cannot be supplied at this time. The required documentation will be furnished if AT&T is your vendor of choice

The Respondent agrees that at the time of request, he/she will provide a signed copy of the Respondent's Service Agreement within (48) forty-eight hours.

AT&T Response:


AT&T can commit to sign documents in the format proposed with this Response promptly upon agreement of AT&T and Customer on any outstanding issues.

For clarification, the products, services and pricing provided herein are offered subject to the terms and conditions of the Proposed Contract Documents, attached hereto and any applicable Statement of Work which may be developed by AT&T and Customer after contract award and not pursuant to the terms and conditions contained in or referenced to within this RFP document.

The contract terms contained with this RFP document do not contain the product-related contractual terms necessary for AT&T to properly deliver the products and services described in the Response. In that light, AT&T submits the Proposed Contract Documents as part of the Response. The pricing submitted in the Response assumes the use of the Proposed Contract Documents as part of any final, negotiated contract.



Should AT&T be selected as your vendor under this RFP, AT&T will work cooperatively with *El Camino Real Charter School* to finalize and/or clarify any contractual provisions required for compliance with the RFP and AT&T's Response to it.

The Respondent agrees that pricing provided within proposal and/or contract are true and correct *****TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE AND BELIEF****.  * The responding service provider is required to provide the lowest corresponding price for equipment and/or services as has been provided to other customers in the area. In the event of an audit and a rule violation pertaining to Lowest Corresponding Price regarding a service provider not providing the lowest corresponding price, any funds that are requested to be returned to compensate the difference or any rule violation will be the responsibility of the service provider that has failed to provide LCP.

AT&T Response:


The prices provided in this response are consistent with the AT&T E-Rate Pricing Policy which was developed by AT&T for compliance with E-Rate pricing regulations.

AT&T understands that the Customer will not be liable to AT&T for any amounts which were the subject of E-Rate funding, but which were denied such funding solely as a result of AT&T's violation of E-Rate rules. Should funding be denied for reasons other than AT&T's violation of E-Rate rules, AT&T will not initiate collection proceedings with respect to the portion of the invoice unpaid as a result of the loss of E-Rate funding while Customer diligently seeks reasonable administrative appeals of such decision.

The Respondent understands that the withdrawal period for this RFP is (30) thirty days from the day of bid/proposal due date.

AT&T Response:

The information and pricing contained in this proposal is valid for a period of 90 days from the date written on the proposal cover page or until the E-Rate filing window closes for the upcoming E-Rate Funding year, whichever occurs later, unless rescinded or extended in writing by AT&T.

The Respondent has carefully examined the RFP and related documents to the fullest that were prepared and furnished by the OWNER *****and acknowledges their sufficiency*****.  _____

AT&T Response:

To the extent AT&T could become familiar with local conditions in order to respond to this RFP by the deadline, AT&T has attempted to do so. However, the information and pricing submitted with this RFP Response will be subject to change on account of any error or omission in the RFP information provided by Customer or upon further investigation(s) as to local conditions and the exact requirements of any future order. AT&T will not be responsible for knowledge of latent conditions absent express written disclosure by Customer prior to bidding.

AT&T's proposal for a given project is a direct reflection of the scope of work as presented there, as of the date of submission. For the price(s) quoted herein, AT&T will provide the items of equipment and services specifically listed in its proposal. Work which is not shown or described in a proposal Response will require mutual agreement/adjustment to the final configuration, subsequent pricing and Implementation schedule.

It is understood and agreed that the work under the contract shall be commenced by the Respondent, if awarded the contract, on the date to be stated in the OWNER'S notification and that the scope of work for this bid as stated above shall be completed as noted in the RFP.

AT&T Response:

AT&T will endeavor to meet all delivery dates; however, AT&T shall not be liable for any problems caused by force majeure, delays due to any fault of Customer and/or any contractor or subcontractor employed by Customer, manufacturer (to include equipment which may be on "back order") or network delays, or for problems resulting



COMMUNICATIONS & CONSULTING
AN EMPLOYEE OWNED COMPANY

from causes beyond the reasonable control of AT&T. AT&T will notify Customer of any Equipment that would be on a "back order" status and the implementation dates will be adjusted as mutually agreed between the parties but would not constitute a breach of contract.

NAME OF RESPONDENT: AT&T / Bidder: [Lynn Simmons](#)

ALL PARTNERS OR LEGAL NAME OF CORPORATION: AT&T, Inc.

Bidder Information:

Name: [Lynn Simmons](#)

Address: [7620 Convoy Ct. rm 102, San Diego, Ca. 92111](#)

Email: lynn.simmons@att.com

Phone: [\(858\) 268-5922](tel:(858)268-5922)

A rectangular box containing a handwritten signature in black ink that reads "Mark Gross".

(SIGNATURE IN INK)

Mark Gross/AVP Sales

(TYPE OR PRINT NAME OF TITLE AND SIGNATURE)

SERVICE PROVIDER IDENTIFICATION NUMBER:

[AT&T Response:](#)

[AT&T Corp, SLD SPIN specific to AT&T Dedicated Internet in this RFP is 143001192.](#)



Appendix A: Special Construction Cost Breakdown

Owner: El Camino Real Charter High School
 Project #: 794-22A.5a

Respondent is required to provide the breakdown shown below for all proposals containing special construction. If additional lines are required, submit additional pages as required.

Location	Strand Count	Segment Mileage	Total Segment Cost	Eligible Cost	Ineligible Cost
5440					
Total project mileage and costs					

When special construction is required, the following information must also be provided with the proposal. Failure to include the required documents will result in a determination of Non-Responsive for the Respondent.

1. Special Construction Cost Breakdown Sheet
2. Route map of all build segments in KMZ or KML format.
3. Explanation of alternative routes that were explored and why the chosen route is the most cost effective.
4. Explanation of special materials and procedures required that may have increased construction costs, such as.
 - a. Historical preservation or environmental issues
 - b. Bridge, waterway, railway, or highway crossings
 - c. Galvanized conduit
 - d. Directional boring through hard rock or under a paved surface
 - e. An excessive number of handholes, marker posts, or other OSP materials
 - f. Expensive pole attachment fees or make ready costs.

END OF RFP

E-Rate Bid Evaluation Worksheet

Funding Year: 2022
 Billed Entity Name: El Camino Real Charter High School
 Project or Service: Bundled Internet Access @ 1Gbps (North Campus)
 # of Responders: 2

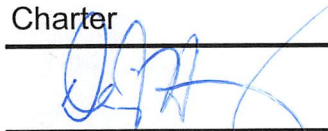
FRN: _____

Vendor Scoring

Selection Criteria	Weight*	AT&T		Charter		Service Provider 3		Service Provider 4		Service Provider 5	
		Raw Score**	Weighted Score***	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
Price (Eligible)	30%	1	0.30	2	0.60		0.00		0.00		0.00
Experience	25%	2	0.50	2	0.50		0.00		0.00		0.00
Accuracy of Bid Response	20%	2	0.40	1	0.20		0.00		0.00		0.00
Qualifications	15%	2	0.30	2	0.30		0.00		0.00		0.00
Service Level Agreement	10%	1	0.10	2	0.20		0.00		0.00		0.00
	0%		0.00		0.00		0.00		0.00		0.00
	100%										
Overall Ranking		80		90		0		0		0	

Notes:
 * Percentage weights must add up to 100%. **Price is the heaviest weighted criteria**
 ** Evaluated on a "Ranking" scale: Lowest Ranking #=worst - Highest Ranking #=best
 *** Weight x Raw Score

Comments, if needed:
 At this time we have received two bid proposals. We believe the best choice would be to stay with the current service provider based on experience and cost, Charter.

Vendor Selected: Charter
 Approved By: 
 Signature
DAVID HUSSAIN
 Print Name
EXECUTIVE DIRECTOR
 Title
 Date: 2/4/2022

E-Rate Bid Evaluation Worksheet

Funding Year: 2022

Billed Entity Name: El Camino Real Charter High School

FRN: _____

Project or Service: Bundled Internet Access @ 5Gbps (Main Campus for Admin Use)

of Responders: 3

Vendor Scoring

Selection Criteria	Weight*
Price (Eligible)	30%
Experience	25%
Accuracy of Bid Response	20%
Qualifications	15%
Service Level Agreement	10%
	0%
	100%

Overall Ranking

AT&T	
Raw Score**	Weighted Score***
2	0.60
3	0.75
2	0.40
3	0.45
2	0.20
	0.00

80

Charter	
Raw Score	Weighted Score
3	0.90
2	0.50
1	0.20
3	0.45
2	0.20
	0.00

75

Crown Castle	
Raw Score	Weighted Score
1	0.30
1	0.25
3	0.60
3	0.45
3	0.30
	0.00

63

Service Provider 4	
Raw Score	Weighted Score
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00

0

Service Provider 5	
Raw Score	Weighted Score
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00

0

Notes:
 * Percentage weights must add up to 100%. **Price is the heaviest weighted criteria**
 ** Evaluated on a "Ranking" scale: Lowest Ranking #=worst - Highest Ranking #=best
 *** Weight x Raw Score

Comments, if needed:
 At this time we have received three bid proposals. We believe the best choice would be to stay with the current service provider based on experience, AT&T.

Vendor Selected: AT&T

Approved By: _____

Signature

DAVID HUSSEY

Print Name

EXECUTIVE DIRECTOR

Title

Date: 2/9/2022

E-Rate Bid Evaluation Worksheet

Funding Year: 2022

Billed Entity Name: El Camino Real Charter High School

FRN: _____

Project or Service: Bundled Internet Access @ 5Gbps (Main Campus for Students Use)

of Responders: 2

Vendor Scoring

Selection Criteria	Weight*	AT&T		Charter		Service Provider 3		Service Provider 4		Service Provider 5	
		Raw Score**	Weighted Score***	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
Price (Eligible)	30%	1	0.30	2	0.60		0.00		0.00		0.00
Experience	25%	2	0.50	2	0.50		0.00		0.00		0.00
Accuracy of Bid Response	20%	2	0.40	1	0.20		0.00		0.00		0.00
Qualifications	15%	2	0.30	2	0.30		0.00		0.00		0.00
Service Level Agreement	10%	1	0.10	2	0.20		0.00		0.00		0.00
	0%		0.00		0.00		0.00		0.00		0.00
	100%										
Overall Ranking			80		90		0		0		0

Notes:
 * Percentage weights must add up to 100%. **Price is the heaviest weighted criteria**
 ** Evaluated on a "Ranking" scale: Lowest Ranking #=worst - Highest Ranking #=best
 *** Weight x Raw Score

Comments, if needed:
 At this time we have received two bid proposals. We believe the best choice would be to stay with the current service provider based on experience and cost, Charter.

Vendor Selected: Charter

Approved By: _____

Signature

DAVID HUSSE

Print Name

EXECUTIVE DIRECTOR

Title

Date: 2/9/2022

E-rate Proposal for EL CAMINO REAL CHARTER HIGH SCHOOL



To:
ASHTON GALVAN, CONSULTANT, INFINITY COMMUNICATIONS
EL CAMINO REAL CHARTER HIGH SCHOOL
5440 VALLEY CIRCLE BLVD
WOODLAND HILLS, CA 913675949
RFP No: 794-22A.5a

From:
Lynn Simmons, AT&T TECHNICAL CONSULTANT 3 *
7620 CONVOY CT, SHARED
SAN DIEGO, CA 92111
Office: +1 858.268.5922
Email: lynn.simmons@att.com

ERIC ERWIN, AT&T CLIENT SOLUTIONS EXECUTIVE 2
HUNTER*
1452 EDINGER AVE, SHARED
TUSTIN, CA 92780
Office: +1 949.293.1080
Email: ee8985@att.com

Introduction

In response to EL CAMINO REAL CHARTER HIGH SCHOOL's Form 470 bid #220010958, RFP No: 794-22A.5c, I'm providing information on an AT&T solution that may meet your requirements and qualify for E-rate funding. The solution includes the following components:

- **AT&T Dedicated Internet**—an internet access service that combines a symmetrical, dedicated connection with symmetrical bandwidth (same download and upload speeds) and provides reliable, high-performance connectivity. AT&T Dedicated Internet includes maintenance of the communications link between service locations and the AT&T network.
- **This site has Special Construction charges associated with installation at 7401 Shoup Ave, Canoga Park, ca. 91307, Special Construction: \$995820.48**

E-rate Proposal for EL CAMINO REAL CHARTER HIGH SCHOOL



Features and Benefits

The solution gives you the following:

- **Reliable Service**—starts with proactive monitoring of our nationwide backbone along with a network architecture that features redundant routers, switches, and power supplies. As a result, we can reroute traffic around outages and restore service almost instantaneously. This increases reliability and helps ensure that your internet traffic gets through. In addition, you get enterprise-class support, with 24/7 expert technical assistance.
- **Customizable Service**—includes maintenance, service, and support options, so you can choose the level of network management you need. And speed options range from 10Mbps to 1Tbps (some speeds may not be available in all areas). As a result, you can customize your service to meet your needs now and in the future.
- **AT&T Business Center Portal**—provides a suite of online tools to access billing, maintenance, network management, and performance reporting information and functions. Business Center tools let you view and manage various aspects of your AT&T service 24/7 via a convenient online portal.
- **Service Level Agreements (SLAs)**—offer performance objectives for on-time provisioning, site availability, time to restore, latency, data delivery, and jitter. You may qualify for credits if stated objectives aren't met. Please see the business service guide for more details.
- **ADI with Managed Router Option**—provides the customer premises equipment (CPE) for ADI, generally a router and a diagnostic modem. AT&T configures, monitors, manages, and maintains the equipment. You provide a dedicated standard telephone line for out-of-band testing of the diagnostic modem. This option provides convenient end-to-end managed internet access so you can focus on your core mission.

E-rate Proposal for EL CAMINO REAL CHARTER HIGH SCHOOL



Advantages of AT&T

Working with AT&T gives you the following advantages:

- E-rate Experience**—AT&T has participated in the E-rate program for schools and libraries since the program's inception in 1998, and we're one of the program's largest service providers. We're proud to bring our technology, expertise, E-rate knowledge, and education experience to your school or library, helping expand affordable access to advanced telecommunication services. For more information about AT&T and its participation in the E-rate program, go to www.corp.att.com/erate.
- Service and Support**—We offer you easy access to assistance, whether through online tools or by phone. You also get support and guidance from highly trained staff with years of networking experience. Our account teams, who work closely with you, are focused on the education industry and are well versed in the issues and challenges that today's educators face.
- Performance**—You expect communication services that work, and we can deliver. We've made substantial investments each year to improve our technology infrastructure so that we can provide superior performance.
- Complete Solutions**—AT&T offers a wide range of solutions. We can work with a variety of products and technologies and can assess your needs to recommend potential solutions.
- Community Focus**—At AT&T, we're proud of our strong record of corporate citizenship. Annually, we contribute millions of dollars through corporate, foundation, and employee giving to support education and community programs.



IT CAN WAIT 

To learn more about the problem of distracted driving and how to help, visit www.itcanwait.com.

E-rate Proposal for EL CAMINO REAL CHARTER HIGH SCHOOL



Solution Pricing

Pricing for AT&T Dedicated Internet is based on the following term: 36 months with two optional 12 month extensions or a single 60 month E-rate Field Market Rate Agreement.

Valid only for: 7401 Shoup Ave, Canoga Park, ca. 91307

Special Construction: \$995820.48

Note: MRC = monthly recurring charge and NRC = non-recurring charge

ADI 3YR and 5YR Rates - SPIN 143001192					
Access Speed	Access MRC	Port Speed	Port MRC with AT&T Managed Router	Total* MRC	NRC
1 GB	\$600.00	1 GB	\$786.80	\$1,386.80	\$0.00
Access Speed	Access MRC	Port Speed	Port MRC with AT&T Managed Router	Total MRC	NRC
10GB	\$1,100.00	1.5G	\$1,527.76	\$2,627.76	\$0.00
10 GB	\$1,100.00	2 GB	\$1,718.64	\$2,818.64	\$0.00
10 GB	\$1,100.00	3 GB	\$2,049.83	\$3,149.83	\$0.00
10 GB	\$1,100.00	4 GB	\$2,461.37	\$3,561.37	\$0.00
10 GB	\$1,100.00	5 GB	\$2,455.30	\$3,555.30	\$0.00
10 GB	\$1,100.00	6 GB	\$2,876.80	\$3,976.80	\$0.00
10 GB	\$1,100.00	7 GB	\$3,479.30	\$4,579.30	\$0.00
10 GB	\$1,100.00	8 GB	\$3,638.70	\$4,738.70	\$0.00
10 GB	\$1,100.00	9 GB	\$3,906.90	\$5,006.90	\$0.00
10 GB	\$1,100.00	10 GB	\$4,171.60	\$5,271.60	\$0.00

Product	Service Provider Identification Number (SPIN)
AT&T Dedicated Internet (ADI)	AT&T CORP 143001192

This response to your request is not a contract offer and does not take the place of a signed contract. If you select AT&T for this service, please let us know so we can provide you the appropriate contract documents. Neither party is obligated for the selected services unless and until mutually agreed contract documents are signed by both parties. The Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal,

E-rate Proposal for EL CAMINO REAL CHARTER HIGH SCHOOL



and assumes use of AT&T contract documents and an E-rate Rider as part of any final, negotiated contract between the parties, unless otherwise stated herein. Any changes or variations in the proposed terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

Important Information

For ADI with Managed Router, the customer is responsible for the provisioning and monthly cost of one phone line for management and troubleshooting of the managed service and router. Does not need to be an AT&T provisioned line.

AT&T may provide Entrance Facility Construction (EFC) for eligible customers, as explained in the Entrance Facility Construction section of the AT&T Business Service Guide General Provisions. Customers who do not qualify for AT&T EFC are responsible for providing the conduit/structure as well as the path from the property line to the demarcation point for access to the primary route.

Proposal Validity Period—The information and pricing contained in this Proposal is valid for a period of 90 days from the date written on the proposal cover page, or until the E-rate filing window closes for the upcoming E-rate Funding year, whichever occurs later, unless rescinded or extended in writing by AT&T.

Proposal Pricing—Pricing proposed herein is based upon the specific product/service/equipment mix and locations outlined in this proposal and is subject to AT&T's proposed terms and conditions for those products and services and the AT&T E-rate Rider unless otherwise stated herein. Any changes or variations in the proposed terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

Providers of Service—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand.

Software—Any software used with the products and services provided in connection with this Proposal will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, and they will take precedence over any agreement between the parties as relates to such software.

Disclaimer—For purposes of this Proposal, the identification of certain services as "eligible" or "non-eligible" for E-rate funding is not dispositive, nor does it guarantee that this or any other services in this Proposal will be deemed eligible for such funding. Any conclusions regarding the eligibility of services for E-rate funding must be based on several factors, many of which have yet to be determined relative to the proposed services and equipment described herein. Such factors will include, without limitation, the ultimate design configuration of the network, the specific products and services provisioned to operate the network, the type of customer, and whether the services are used for eligible educational purposes at eligible locations. In its proposal, AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") website www.usac.org/e-rate. This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD after a review of the customer's E-rate application for this proposal. If AT&T is awarded the bid for this project, AT&T will provide assistance on the E-rate application solely on matters relative to the functionality of the services and products which comprise the network. Nevertheless, the responsibility for the E-rate application is with the customer. AT&T is not responsible for the outcome of the SLD's decision on these matters.

End User Equipment—E-rate recipients must cost allocate any non-ancillary ineligible components that are bundled with eligible products or services. Cost allocations are the responsibility of E-rate Applicants. For additional information, reference USAC/SLD website @ www.usac.org/e-rate and Cost Allocation Guidelines for Services @ www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-overview/cost-allocations-for-services/.

E-rate Proposal for EL CAMINO REAL CHARTER HIGH SCHOOL



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Spectrum Enterprise

Proposal for El Camino Real

Charter High School

Form 470 Number:220010958

Presented To:
Ashton David
District E-Rate Consultant
4909 Calloway Drive, Suite 102
Bakersfield, CA 93312
adavid@infinitycomm.com

Presented By:
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Submission Date: 2/2/2022



Charter Communications Operating, LLC SPIN: 143050436

Spectrum
ENTERPRISE



Wednesday, February 2, 2022

Ashton David
District E-Rate Consultant
El Camino Real Charter High School
4909 Calloway Drive, Suite 102
Bakersfield, CA 93312
adavid@infinitycomm.com

Dear Mr. David:

Spectrum Enterprise* is pleased to submit the enclosed proposal in response to your Request for Proposal (RFP). Our response demonstrates Spectrum's ability to provide Fiber Internet Access that will enable El Camino Real Charter High School to meet its technology needs.

Spectrum provides advanced broadband services nationally to more than 16,000 schools and libraries representing over 2,500 school districts. Affordable broadband access is delivered to over eight million students enabling digital teaching and learning within the classroom.

Partnering with Spectrum provides our customers with the foundation to create new opportunities, drive innovation, and deliver exceptional experiences, while delivering industry-leading client services and support.

Thank you for the opportunity to submit this response to your RFP. Brett Lindley is spearheading Spectrum's effort. Please do not hesitate to contact him at (562) 677-0686 and Brett.Lindley@charter.com.

Sincerely,

DocuSigned by:

1B6B72FB70864A4...

Lynne Bell
VP, Spectrum Enterprise Sales

* Spectrum Enterprise is a commercial brand of Charter Communications, Inc. The legal entity proposing hereunder is Charter Communications Operating, LLC a subsidiary of Charter Communications, Inc.



TERMS OF OFFER

This proposal alone shall not be considered an acceptance of an offer by El Camino Real Charter High School or otherwise be sufficient to create a binding contract between El Camino Real Charter High School and Spectrum.

Spectrum's bid is based upon services being delivered under the terms of the Spectrum Enterprise Service Agreement which incorporates the Spectrum Enterprise Commercial Terms of Service (available at <https://enterprise.spectrum.com/legal/se-terms-and-conditions.html> or any successor URL), plus any related attachments, Service Level Agreements and applicable Service Order(s) (collectively, the "Agreement").

Spectrum remains open to negotiating the Agreement, and once a mutually negotiated contract is entered into by the parties, it shall supersede and replace any terms and conditions of the RFP.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

In the event of a bid award to Spectrum by El Camino Real Charter High School based on this proposal, if the full Agreement is not executed by the applicable FCC submission deadline due to delays in negotiation, and the parties have not terminated such negotiations, then for purposes of FCC rules and related USAC requirements, an agreement incorporating the terms of the Spectrum Enterprise Service Agreement and the bid locations, services, bandwidth capacities, and pricing contained in this proposal will be deemed to exist.

The terms of this proposal are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law.

The qualifications stated herein apply to all parts, provisions, and documents of the RFP and Spectrum's response, regardless of whether an explicit exception or qualification is taken thereto by Spectrum.



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TERMS AND ABBREVIATIONS

Technology evolves at a rapid pace and Spectrum stays on the cutting edge of that evolution. The names of specific technologies or services are sometimes cumbersome and become abbreviated for colloquial use. We have provided a list of the terms used throughout this proposal and have defined them for your convenience.

SINGLE LOCATION TERMS	ABBREVIATION
INFORMATION TECHNOLOGY	IT

SERVICE PROPOSAL TERMS	ABBREVIATION
PRIVATE BRANCH EXCHANGE	PBX
MONTHLY RECURRING CHARGE	MRC
ONE-TIME CHARGE	OTC
QUANTITY	QTY
SERVICE CAPACITY	SVC. CAP.
INTERNET PROTOCOL	IP
DIRECT INWARD DIAL	DID
MINUTES OF USE	MOU

ETHERNET SERVICES TERMS	ABBREVIATION
CARRIER ETHERNET	CE
CUSTOMER PREMISE EQUIPMENT	CPE
ETHERNET PRIVATE LINE	EPL
ETHERNET PRIVATE LOCAL AREA NETWORK	EP-LAN
ETHERNET VIRTUAL CONNECTION	EVC
ETHERNET VIRTUAL PRIVATE LINE	EVPL
METRO ETHERNET FORUM	MEF
TIME-DIVISION MULTIPLEXING	TDM
USER-TO-NETWORK INTERFACE	UNI
WIDE AREA NETWORK	WAN

FIA TERMS	ABBREVIATION
FIBER INTERNET ACCESS	FIA
LOCAL AREA NETWORK	LAN
NETWORK OPERATIONS CENTER	NOC
SERVICE LEVEL AGREEMENT	SLA

MANAGED NETWORKS SERVICES TERMS	ABBREVIATION
UNIFIED THREAT MANAGEMENT	UTM



EXECUTIVE SUMMARY

Spectrum Enterprise (“Spectrum”), a commercial brand of Charter Communications, is pleased to provide this response illustrating our ability to provide El Camino Real Charter High School with broadband services. We take pride in being an innovative resource for businesses, schools and communities. Our reliable and economical service is a natural fit with your mission.

Bring Advanced and Affordable Technology to Your Schools and Libraries

Advanced communications services and computing technologies in the classroom have become vital to education. Unfortunately, today’s challenging economic environment has put education and technology budgets under tremendous pressure. It is a challenge for schools to get access to technologies that help drive greater student achievements.

The Federal Government created the E-rate Program to help with the need for communications services and budgeting problems. Funded by the Universal Service Administrative Company (USAC), this program offers 20-90 percent off standard retail rates on eligible communications services to eligible schools, libraries, and their districts. Federally funded E-rate discounts have made today’s technology more affordable.

Spectrum’s Solution

Since 1998, Spectrum has worked with thousands of E-rate accounts. We understand the E-rate program and how best to benefit from it. Our experience in this area will provide E-rate specialists who understand:

- ▶ rules and regulations to participate in the program
- ▶ billing and standard discounts

Technology and education have converged, and your communications needs are growing rapidly.

Get Powerful Services with the Financial Benefits of E-rate

Research shows that technology use is a top-five indicator of better discipline, better attendance, and increases in college enrollment. Educational organizations are leveraging E-rate by partnering with Spectrum to reduce cost and implement technology for greater student achievement. We have invested the time and effort to ensure our sales and support teams have the expertise to help you get the best services through the E-rate program.

Unsurpassed Expertise and Customer Support

A network of specially trained, industry experts supports Spectrum. We have around-the-clock, U.S.-based business support centers and knowledgeable, locally based technicians who are specifically trained to help with your unique needs. Our dedicated work ethic, shared knowledge, and proprietary systems allow us to ensure that the



solutions we are quoting El Camino Real Charter High School will match your specific and discrete needs.

When you collaborate with Spectrum for communications services, we assign a dedicated account team who will support your services:

- ▶ **Account Executive:** a dedicated, local market expert who is available for your consultation needs
- ▶ **Sales Engineering:** trained technical experts who customize designs based on your needs
- ▶ **E-rate Specialists:** experienced with E-rate rules and regulations and are billing and standard discounts experts
- ▶ **Project Management:** customer focused experts who manage your build and communicate with you every step of the way
- ▶ **Account Manager:** your point of contact; responsible for providing you with accurate billing and consultation on future growth needs
- ▶ **Network Operations Center:** Spectrum staff that continuously monitors the network

E-rate clients have direct access to our Government Subsidized Programs (GSP) department who specialize in E-rate, RHC, and CTF programs. To support E-rate program participation, Spectrum Enterprise:

- ▶ Provides to client an FCC Form 471 Funding Recommendation Letter after the FCC Form 470 and awarded Service Agreement review.
- ▶ Reviews FCC Form 471 for possible errors and omissions and distributes to the client accompanying RAL Modification recommendation necessary to maximize eligible funding.
- ▶ Monitors SPI invoice submissions and SPI discount application (FCC Form 474).
- ▶ Will be available to address program questions, or concerns via email.



SPECTRUM SERVICE PROPOSAL

These prices will remain in effect throughout the Initial Order Term, subject to the following contingencies:

- ▶ final engineering, design and site visits; and
- ▶ acceptance of and entering into the Spectrum Enterprise Service Agreement (as may be negotiated by the parties as stated in the Terms of Offer section above), which shall govern the contractual relationship between the parties and the provision of the services under such contract.

Investment for Spectrum Services Based on a 36 Month Initial Order Term

ADDRESS	SERVICES	BANDWIDTH	TERM (Months)	QTY	MRC	OTC
7401 Shoup Ave.	FIA	1 Gbps	36	1	\$800.00	\$0.00
7401 Shoup Ave.	FIA	5 Gbps	36	1	\$2,300.00	\$0.00
7401 Shoup Ave.	FIA	10 Gbps	36	1	\$3,499.00	\$0.00
5440 Valley Circle	FIA	5 Gbps	36	1	\$2,300.00	\$0.00
5440 Valley Circle	FIA	10 Gbps	36	1	\$3,499.00	\$0.00

Pricing is provided only for the sites shown in the Service Proposal. Pricing for additional sites shall be determined upon Spectrum’s receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other information that may be required.

Pricing shown above is exclusive of taxes, fees and surcharges. MRCs and OTCs are subject to taxes, fees and surcharges as described in Section 7(b) (Taxes, Surcharges and Fees) of the Spectrum Enterprise Service Agreement.



FIBER INTERNET ACCESS (FIA)

Accelerate your organization with a reliable, powerful and dedicated Internet access service

Today's organizations depend on high-performing Internet solutions to keep critical applications up and running and business operating. Without a dependable Internet connection, network resources are constrained, impacting both employees and customers.

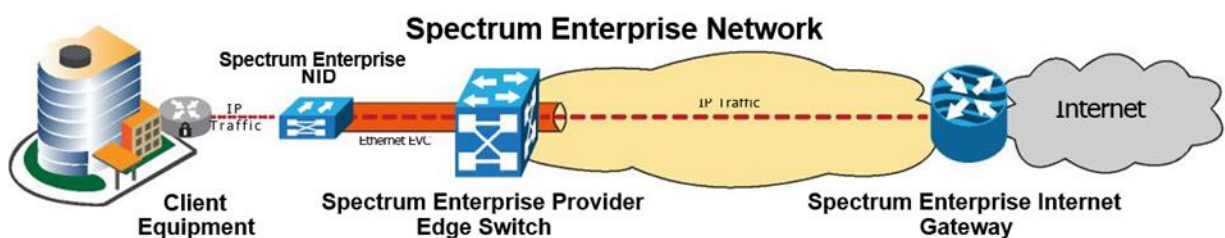
Spectrum Enterprise Fiber Internet Access (FIA) is a dedicated service that offers reliable nationwide connectivity with performance and support you can always count on. Delivering scalable Internet access, we provide 99.99% service availability all the way to the equipment at your location. Connect wherever you are with a service available nationwide that accelerates the pace of your organization.

Product Highlights

- Superior performance – Improves business productivity through a high-performing Internet service ensuring reliable connectivity
- Scalability and reach – Provides an easily scalable platform with national reach and dense metro coverage to support current and future bandwidth needs
- Business continuity – Optional diversity solutions to support Internet uptime in the event of a wireline disruption
- End-to-end support – Reduces complexity via a single, nationwide partner providing one resource team, one contact point for services and support including the in-building connection
- Cost effective – FIA delivers value with competitive, straightforward pricing

Key Features

- Dedicated connection that is not shared with others, delivered over a reliable advanced fiber network
- Industry-leading service-level agreement (SLA) metrics offer availability, low latency, jitter and packet loss all the way into the client suite
- Symmetrical access that scales from 25 Mbps to 10 Gbps from a single provider
- 24/7/365 US-based support and local technicians
- Multiple physical diversity and redundancy options to help protect your network





PRODUCT BRIEF FIBER INTERNET ACCESS

Optional managed network services

- Enhance FIA with a suite of complementary managed services products designed to protect, simplify and improve the performance of your network.
- Managed Security Service – Reduce the risk of external Internet threats with a comprehensive security service
- DDoS Protection – Protect your network from malicious volumetric attacks with world-class threat identification and mitigation
- Managed WiFi – Connect to the Internet seamlessly, anywhere with consistent and easily accessible WiFi
- Managed Router Service – Optimize your network routing with an all-inclusive expertly managed service

FIA technical specifications

Network

- IP over IEEE 802.3-based, full-duplex, non-circuit switched services
- Provisioned via our advanced fiber-rich network from the client premises to one of many hub locations throughout the Spectrum Enterprise network footprint
- Multiple levels of network fault tolerance provide a highly reliable and secure Internet access service
- Fiber access circuit is unaffected by electromagnetic interference

Routing

- Static or border gateway protocol (BGP) traffic routing options

Internet Access Demarcation

- Fiber connections to the Spectrum Enterprise network are monitored 24/7/365 via a dedicated network interface device (NID)
- Traffic is routed over the Spectrum Enterprise IP network until it is required to travel to the public network in order to reach its destination
- Demarc extension included for most buildings in footprint

Static IP addresses

- Initial IP block is included
- Additional IP address space available upon request
- Support for dual stacking of IPv4 and IPv6



Spectrum Enterprise Fiber Internet Access Service Level Agreement

This document outlines the Service Level Agreement (“SLA”) for Fiber Internet Access (“FIA”) fiber-based service (the “Service”).

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. All SLA Targets in the table below are measured from Customer’s Service Location to the location where Spectrum Enterprise has local access to the Internet (the Spectrum Enterprise “Point of Presence” or “POP”) at the individual circuit or service level, and any applicable credits are issued only for the affected FIA circuit or service (the “Affected Service”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

I. SLA Targets for FIA Services:

Service Availability	Mean Time To Restore (“MTTR”)	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
End to End: 99.99%	Priority 1 Outages within 4 hours	45ms	<2ms	<0.1%

II. Priority Classification:

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to: (i) transmit and receive network traffic on Customer’s dedicated access port at the Spectrum Enterprise network hub; or (ii) exchange network traffic with another Spectrum Enterprise network hub. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise’s trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer’s Service Location, if necessary, (iv) service issues arising from acts of omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.



Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	Each a "Priority 1 Outage": <ul style="list-style-type: none"> • Service Disruption resulting in a total loss of Service; or • Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing
Priority 2	<ul style="list-style-type: none"> • Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	<ul style="list-style-type: none"> • A service problem that does not impact the Service; or • A single non-circuit specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the FIA Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore an FIA Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the FIA Service.

MTTR per calendar month is calculated as follows:

Cumulative length of time to restore Priority 1 Outage(s) per FIA Service
Total number of Priority 1 Outage trouble tickets per FIA Service

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each FIA Service. The roundtrip delay is expressed in milliseconds (ms).



Latency is calculated as follows:

$$\frac{\text{Latency/Frame Delay} = \text{Sum of the roundtrip delay measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$$

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \frac{\text{Frames Received (\%)}}{\text{Total \# of measurements for an FIA Service}}$$

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter / Frame Delay Variation is calculated as follows:

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$$

VIII. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.



IX. Remedies

Service Credits:

If the actual performance of an FIA Service during any calendar month is less than the SLA Targets and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within thirty (30) days of receipt thereof.

Service Availability	Mean Time To Restore ("MTTR")	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%
	> 8 hours	10%		

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.



**SPECTRUM RESPONSE TO EL CAMINO REAL CHARTER HIGH SCHOOL RFP
NO: 794-22A.5A**



**Request for Proposal for Internet Service Provider Services
EL CAMINO REAL CHARTER HIGH SCHOOL
RFP No: 794-22A.5a**

RFP Posting Date: January 5, 2022
Questions Due By: January 19, 2022 at 3:00 PM PST
Proposals Due By: February 2, 2022 at 1:00 PM PST

In conformity with the Federal Communications Commission (FCC) Schools and Library Division (SLD), "Universal Service Fund" (a.k.a. "E-Rate" funding) application process, El Camino Real Charter High School, here after referred to as "Owner", is seeking proposals from qualified providers of **ISP Services**.

Any and all updated project information, forms, including addenda, will be distributed through the project website, located at www.infinitycomm.com/projects & <https://portal.usac.org/suite/>. All of these documents shall be made part of and material to the contract for services.

Spectrum's proposal is submitted with the express understanding that the specific, comprehensive terms under which Spectrum and El Camino Real Charter High School may enter into a binding contract are understood to be subject to negotiation between the parties hereafter.

*****Vendors, subcontractors, and subcontractors who perform on-site activities are required to contact the awarding entity for current health and safety protocols. Including but not limited to COVID-19 vaccination requirements. *****

Please provide so we can review specifically. Spectrum's position is it will comply with CDC guidelines with respect to vaccination and other COVID-19 policies for its employees on Customer's premises.

Scope of Work

The Owner currently receives access to the World Wide Web at 5Gbps, or higher. It is expected that all schools within the Owner connect to the Owners Office and then are connected to the internet via the Owners Office, unless otherwise noted in the "Additional Services List" below. It is anticipated that all staff and students within the Owner will be able to access this service.

The Respondent must include in their proposal any/all electronic equipment needed to accomplish access to the internet and monitoring of the circuit during normal business hours. Maintenance of all Respondents equipment shall be a part of the Respondents responsibility. If there is a one-time connection fee, please list this fee separately.

The Respondent shall provide service to 5440 Valley Circle Blvd., Woodland Hills, CA 91367.



The Owner will accept a CalNet contract and CalNet terms and conditions if offered.

Please review Spectrum's Service Proposal to view pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

Spectrum Equipment will be provided and maintained as set forth in Section 6 (Equipment) of the Spectrum Enterprise Service Agreement.

Internet Access

The Respondents cost to provide Internet Access (Bandwidth) shall include the following:

1. The available bandwidth shall be a minimum of 5Gbps, or higher.
2. The service handoff shall be directly to the Owner's existing Local Area Network.
3. Internet access shall be available 24 hours, 7 days a week, 365 days a year.
4. Route all Owner's TCP/IP data traffic from their network to the internet.
5. Respondent must maintain connections to multiple Tier 1 internet providers.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

Monthly Recurring Charges and One Time Charges are exclusive of taxes, fees and surcharges. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer. Additional Service Charges may be applicable in accordance with the Spectrum Enterprise Service Agreement.

Spectrum's obligation is to provide Services to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum Network Demarcation Point at the Service Location. The "Demarcation Point" is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at the Service Location. Additional charges may be applicable to extend the Demarcation Point for any sites identified as a Type II Service Location.

Unless otherwise set forth in an Attachment or service level agreement, Spectrum will use commercially reasonable efforts to provide the Services to Customer twenty-four (24) hours per day, seven (7) days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Spectrum's reasonable control. Temporary service interruptions or outages for such reasons, as well as service interruptions or outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Spectrum to perform its obligations under this Service Agreement.

Please review Spectrum's Service Level Agreement(s) included herein, and of which are hereby incorporated as part of Spectrum's response. Spectrum's Service Level Agreement (SLA) shall govern with respect to the technical specifications, response times, credits, outages, and requirements of the provision of Services and shall supersede and replace all SLA requirements outlined in this RFP.



Internet Connection

The Respondents cost to provide an Internet Connection (circuit), shall include the following:

1. The necessary physical connection from the Respondent to the Owner, including but not limited to any/all one-time special construction cost(s), permits and licensing, and Respondent's supplied on-site premise equipment necessary to successfully transmit the requested service.
2. All costs necessary, including but not limited to, "curb-to-demarc", to deliver the requested hand off to the Owners existing "point-of-demarcation".
 - a. Point-of-Demarcation: El Camino Real Charter High School at 5440 Valley Circle Blvd., Woodland Hills, CA 91367.
3. Demarcation hand-off will be a Fiber Ethernet connection. Respondent will provide and maintain all premise equipment necessary to provide the Owner with the specified hand-off type of service requested.
4. Full duplex operation (bi-directional connection)
5. The requested service shall allow the following Network Protocols:
 - a. All TCP/IP protocols
 - b. All layer 1 and layer 2 protocols. Minimum layer 3 protocols (EIGRP, IGMP, IPSEC, OSPF, & RIP).
6. No other Respondents customer will have any physical or logical access to the Owner's traffic/VLAN.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), service offering and bandwidth information. Special construction options, if applicable, are included in Spectrum's Service Proposal.

Monthly Recurring Charges and One Time Charges are exclusive of taxes, fees and surcharges. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer. Additional Service Charges may be applicable in accordance with the Spectrum Enterprise Service Agreement.

Spectrum's proposal is based on the information provided in this RFP and is accurate to the best of its knowledge. If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entitles when authorized by Customer to allow connection of a Service Location to the Network.

Customer understands that certain Services, or certain features, may not be available in all Spectrum service areas, may change from time to time and Spectrum may decline to provide any requested Services. Spectrum's ability to provide Services depends upon its ability to secure and retain, without unreasonable expense, suitable facilities, and rights to construct and maintain necessary facilities such as pole attachments and conduits to serve the Service Location. Spectrum may decline to accept or terminate a Service Order upon notice to Customer because of (a) the lack of transmission medium, transmission capacity or any other facilities or equipment, (b) the lack of available services from or interconnection with the services or facilities of other providers, or (c) any other cause beyond Spectrum's control.

As between the Parties, Spectrum shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Spectrum's operation and



provision of the Services as contemplated in the Service Agreement, and Customer shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer’s use of the Services as contemplated in the Service Agreement.

Spectrum Equipment will be provided and maintained as set forth in Section 6 (Equipment) of Spectrum’s Commercial Terms of Service.

Spectrum’s obligation is to provide Services to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum Network Demarcation Point at the Service Location. The “Demarcation Point” is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at the Service Location. Additional charges may be applicable to extend the Demarcation Point for any sites identified as a Type II Service Location.

All proposals from Respondents will include **any/all** costs associated with switching services from the Owner's present service provider. By providing a proposal to the RFP, the Respondent is acknowledging and accepting this requirement.

In no event shall Spectrum be liable for any fees or costs incurred by the Customer in connection with procuring Spectrum Services or any portion thereof.

Additional Services List

None.

E-Rate Requirements

The services requested in this RFP are dependent on funding from the E-Rate program. The Owner expects each Respondent to make themselves thoroughly familiar with all applicable rules and regulations regarding the E-Rate program. For further information regarding the E-Rate program, please reference the USAC Schools and Libraries website at: www.universalservice.org/sl/

All contracts entered because of this RFP and the associated Form 470 will be contingent upon:

1. Funding approval by the SLD.

Customer’s Service Order will include the following E-rate Contingency:

E-Rate Funding Contingency

Customer may submit this Service Order and the Services Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (“E-Rate”) funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice (“SPI”) or Billed Entity Applicant Reimbursement (“BEAR”) discount method by May 15th prior to the applicable funding year. Customer must complete and return an “E-Rate Discount Election Form” to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.



Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for Services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

2. Approved funding amount equal to the funding amount as requested on the Form 471.

Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as the customer has been funded through the E-rate program, in which case discounts will be applied to the billing account via credit adjustments. The School may also choose to file a form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the form 486 and Receipt of Service Confirmation Form with USAC.

Upon award, Spectrum will make recommendations to the School to assist with the applicable paperwork.

According to USAC, discounts can only be provided for the portion of the service that eligible entities are receiving.

Please review: <http://usac.org/sl/applicants/beforeyoubegin/consortia/cost-alloccations.aspx> for further details

3. The Respondent providing, at the time of bid, and maintaining a valid Service Provider Identification Number (SPIN) consistent with the type of service requested in the RFP.

Charter Communications Operating, LLC SPIN is 143050436

4. A certified Form 486 filed by the Owner and/or written "Notice to Proceed" from the Owner to the winning Respondent to initiate service. The Service Provider must contact the Owner prior to work proceeding.

Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. All submitted Service Orders are subject to approval and acceptance by Spectrum. Upon Spectrum's acceptance of a Service Order, as indicated either by: (a) Spectrum's written acceptance, (b) by Spectrum's delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into



the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order (“Service Location(s)”).

Per the requirements of the E-Rate program, no billing and/or service may begin for this contract prior to July 1, 2022 and may not extend past June 30, 2023. Per E-Rate rules, applications will be submitted each year of multiyear contracts for funding consideration.

Please review Spectrum’s Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the July 1, turn-up date for Universal Service Administrative Company (USAC) funding. However, due to time constraints which are required for construction, designs, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC’s guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1, turn-up date. Additionally, it may be in the best interest of Spectrum’s new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum’s implementation timeline. Spectrum’s implementation goal is 90 to 120 days after full execution of a resulting contract and applicable service order by the parties, however, upon award, a more accurate estimate will be provided once a project team has been assigned.

The “Initial Order Term” is the time period starting on the date the Services are functional in all material respects and available for use (the “Billing Start Date”), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date.

The Respondent is required to provide the Lowest Corresponding Price (LCP) for equipment and/or services as has been provided to other customers in the area. In the event of an audit and a rule violation pertaining to LCP, in regard to a service provider *not* providing the LCP, any funds that are requested to be returned to compensate the difference or any rule violation will be the responsibility of the service provider that has failed to provide the LCP.

Spectrum complies with all LCP rules and regulations relating to its performance obligations specified in the Service Agreement.

Invoicing

The Owner has the right to choose the type of invoicing method used to pay for the services provided. The Respondent acknowledges this right upon submission of a response to this request.

Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as the Customer has been funded through the E-rate program, in which case discounts will be applied to the billing account via credit adjustments. Customer may also choose to file a form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the form 486 and Receipt of Service Confirmation Form with USAC.

Upon award, Spectrum will assist with the applicable paperwork.



Service Provider Invoicing

The Owner's discount percentage rate, as determined on the Form 471, will be the maximum that the Owner is liable for. The Respondent will be responsible to invoice USAC for the remaining balance, when using the Service Provider Invoice (SPI) method, or Form 474. Prior to invoicing USAC for the service rendered, the Respondent agrees to provide the Owner a copy of the USAC invoice to verify that the service has been delivered and accepted by the Owner before the Respondent invoices USAC.

Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as the Customer has been funded through the E-rate program, in which case discounts will be applied to the billing account via credit adjustments. Customer may also choose to file a form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the form 486 and Receipt of Service Confirmation Form with USAC.

Upon award, Spectrum will make recommendations to the Customer to assist with the applicable paperwork.

According to USAC, discounts can only be provided for the portion of the service that eligible entities are receiving.

Please review: <http://usac.org/sl/applicants/beforeyoubegin/consortia/cost-alloccations.aspx> for further details

Customer's Service Order shall incorporate the following clause as it relates to funding:

E-RATE FUNDING CONTINGENCY. Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-Rate" funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15th prior to the applicable funding year. Customer must complete and return an "E-Rate Discount Election Form" to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in



this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for Services, as described in this Service Order, that were installed prior to the E-rate program funding year start date.

BEAR Invoice Method

When utilizing the BEAR method of invoicing, the Respondent will invoice the Owner for the entire amount of the service rendered. The Owner will invoice USAC for the discounted portion of the services provided.

Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as Customer has been funded through the E-rate program, in which case discounts will be applied to the billing account via credit adjustments. Customer may also choose to file a form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the form 486 and Receipt of Service Confirmation Form with USAC.

Upon award, and upon request, Spectrum may assist with the applicable paperwork.

Termination

The Owner reserves the right to terminate any contract and/or agreement with any Respondent, even the apparent winner, regardless of USAC's approval or denial of funding; any funding requested because of this RFP, prior to any work starting. The Owner reserves the right to accept the pricing proposal solely dependent upon SLD approval.

Termination is subject to Section 13 (Default, Suspension of Services and Termination) of the Spectrum Enterprise Service Agreement.

Customer's Service Order shall incorporate the following clause as it relates to funding:

E-RATE FUNDING CONTINGENCY. Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-Rate" funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15th prior to the applicable funding year. Customer must complete and return an "E-Rate Discount Election Form" to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's



requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for Services, as described in this Service Order, that were installed prior to the E-rate program funding year start date.

Bid Package Requirements

No bill will be accepted from, or contract awarded to a Respondent:

1. Who is not licensed in accordance with the law.
2. Does not hold a license qualifying them to perform work under this contract in the State of California.
3. Who does not hold a valid SPIN and is not in good standing with the FCC/USAC.
4. Who has not successfully performed one project of similar character and scope of the proposed work.
5. Does not provide all required documentation as required by this RFP.

Spectrum shall obtain and maintain at its own expense all licenses, approvals, and regulatory authority required by law with respect to Spectrum's operation and provision of the Services as contemplated in the Service Agreement. Charter Communications Operating, LLC ("Spectrum") SPIN is 143050436 / FRN # 002564373, and is in good standing with the FCC/USAC. A signed copy of the General Acknowledgement form, as modified by Spectrum has been included within this response.

All prospective Respondents wishing to provide a proposal for this RFP must submit their responses to **Ashton Galvan** at p1bidsainfinitycomm.com or to the following address:

Ashton Galvan
Infinity Communications and Consulting, Inc.
4909 Calloway Drive, Suite 102
Bakersfield, CA 93312

Proposals will only be received until **February 2, 2022, at 1:00 PM PST**. Proposals received after this time will not be considered for award. Respondents will provide the RFP number and bid time in the subject line of the email, or if responding by mail the RFP number and bid time on the lower left-hand corner of the response envelope.

Spectrum understands.

Due to the inconsistency and unreliability of physical delivery services, it is highly recommended that all responses be sent via email. Email responses are limited to 15Mb in size and must be in PDF format. Responses received after the appointed date and time will only be considered for review after responses received prior to the due date and time have been reviewed.

Spectrum understands.

Responses received after the appointed date and time will be subject to the owners Right to Reject any and all proposals.

Spectrum understands.

All inquiries for this RFP will be directed to **Ashton Galvan** at p1bids@infinitycomm.com. The deadline for all questions regarding this RFP will be **January 19, 2022 at 3:00 PM PST**.

Spectrum understands.



All Respondents are required to provide the following information. Failure to provide the following information can result in the Respondent's proposal being deemed non-responsive and removed from consideration by the Owner.

1. **Itemized Bid Price Sheet** — All proposed prices provided by the Respondent will be itemized, per the requirements of the E-Rate program. Respondents will provide itemized cost for a minimum of the following: eligible services/equipment, ineligible services/equipment, one-time costs breakdown, installation costs, any fixed costs, E-Rate eligible itemized tax and surcharges descriptions breakdown with cost, and utilization costs (such as cost per increment). Respondent will include in their bid response all monthly unit pricing for each component of this system and an annual estimate of the California Teleconnect Fund discount.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering. MRCs and OTCs are exclusive of taxes, surcharges, and/or fees. To the extent estimates are provided, Customer acknowledges that Spectrum cannot estimate all possible taxes, surcharges and fees, as taxability and regulatory classifications vary by customer and service location and may change. For information regarding possible taxes, fees and surcharges, please review Section 7(b) (Taxes, Surcharges and Fees) of Spectrum's Commercial Terms of Service. Service Charges will be invoiced as set forth in Spectrum's Service Agreement.

Spectrum's proposal is based on the information provided herein and is accurate to the best of its knowledge. If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order.. Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entitles when authorized by Customer to allow connection of a Service Location to the Network.

CALIFORNIA TELECONNECT FUND (CTF) CONTINGENCY

If state funding for the California Teleconnect Fund ("CTF") is exhausted, or if Customer fails to qualify for CTF discounts, Customer will be back-billed for CTF discounts advanced by Spectrum. Furthermore, if Customer fails to receive E-rate discounts from the Universal Service Administrative Company ("USAC"), Customer will be back-billed for all such discounts advanced by Spectrum. Customer is required to comply with all federal E-rate and CTF rules. Spectrum reserves the right to suspend both CTF and E-rate discounts to Customer in the event that Customer (i) fails to abide by all federal E-rate and CTF rules, or (ii) withdraws its request for E-rate and/or CTF funding.



- 2. **Service Agreement** —Along with the Respondent's proposal, it is **REQUIRED** that the Respondent include a copy of their multi-year service agreement, when applicable. Upon review of all proposals, the Owner will sign, date, and return the successful Respondents agreement.

Spectrum has included a sample Service Agreement and applicable SLAs for Customer’s review and upon award, will work with Customer to execute the final Service Agreement between the parties.

- 3. **Respondent Information** — Respondent will provide in their proposal package documentation that details the following: firm name, business address, phone and fax numbers and a brief overview of the Respondent's organization, a brief history of the firm, a primary contact person to support the contract(s), and the Respondents SPIN. Respondents' information shall not exceed 3 pages in length.

Please, review Spectrum’s Executive Summary section.

Please review the table below for Charter Communications Operating, LLC Service Provider Identification Number:

SPIN ▲	Service Provider Name	Doing Business As	Status	Contact Name	Email	Phone	Spac Filed (FCC Form 473)
143050436	Charter Communications Operating, LLC	Charter Communications Operating, LLC	Active	David Ventimiglia	DL-CHTR498@charter.com	314-394-9850	2017,2018,2019,2020,2021

- 4. **General Acknowledgement** — Respondents shall provide an executed copy of the provided form acknowledging the RFP requirements.

A signed copy of the General Acknowledgement form, as modified by Spectrum, has been included within this response. The terms of this RFP are subject to the Terms of Offer section of Spectrum’s proposal.

- 5. **List of References** — Respondent will include a minimum of three (3) client references. References will include Contact Name, Organization Name, and Contact telephone and email information. References must be from winning proposals within the last three calendar years.

Customer Proprietary Network Information (CPNI) considerations prohibit Spectrum from publicly disclosing customer specific service information.

Please refer to the References section of this RFP Documentation.

- 6. **Respondent Qualifications** — Respondent will provide in their proposal package sufficient documentation that demonstrates the Respondent's ability to provide the services as required in this **RFP**.

Spectrum understands.

- 7. **Implementation Plan** — Respondent will provide an implementation plan, if applicable, that details: the process for Respondent, system cut-over (including a schedule), and contact information for the Service and/or Installation Managers that will be responsible for this project. Provide any specific or required dialing codes that would be necessary for your solution.

Spectrum operates with a team concept. We ensure work is crosschecked and resources are available to provide backup support, as needed, and that are knowledgeable in the processes and procedures used in this project.



Once you select Spectrum as your communication provider, our team of technical, engineering, construction, and service delivery professionals dedicated to the School will implement your service.

Our Project Management Organization (PMO) is organized together with our Order Operations functions. This arrangement provides for an enhanced experience from the time we receive your order, to order entry, implementation, and the start of billing. The Government-Education PMO is part of a Strategic PMO that also includes Order Operations functions. Our Government-Education PMO Director leads us with over 30 years of varied telecommunications experience including project and program management. She has surrounded herself with a management team that is strong in not only project management but also technical knowledge in telecommunications.

In the event the incumbent does not respond with a quote, the Owner will use the incumbent service providers current pricing as their proposal.

Please review Spectrum's Service Proposal to view pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering.

Contract Requirements

The owner intends to use the Respondents supplied Service Agreement to formalize any contractual relationship that results from this RFP. However, the following provisions **must** be specifically included in the Respondents supplied agreement for the Respondent's proposal to be considered responsive. Failure to include any of these provisions shall result in the Respondent's proposal being determined Non-Responsive, and no further evaluation of the proposal will be considered.

Spectrum's bid is based upon services being delivered under the terms of the Spectrum Enterprise Service Agreement which incorporates the Spectrum Enterprise Commercial Terms of Service (available at <https://enterprise.spectrum.com/legal/se-terms-and-conditions.html> or any successor URL), plus any related attachments, Service Level Agreements and applicable Service Order(s). Please refer to the Terms of Offer section of Spectrum's proposal for additional information.

Terms and Conditions

Proposal contracts shall be based on a three (3) year term with two (2) one (1) year extensions. The initial three (3) year term shall start July 1, 2022 and end June 30, 2025. The Owner reserves the option to extend this contract for a period of two (2) one (1) year extensions through June 30, 2027, not to exceed a total of five (5) contract years. An extension option must be mutually acceptable to both parties. Any request for an acceptance of an extension shall be in written form and shall include any requests and justifications for adjustment in compensation. If Respondents can provide lower rates by extending the length of the contract, please provide this option as part of the response.

Please see Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

So long as customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum will endeavor to meet the customer's desired installation date. However, due to time constraints which are required for construction, designs, permits and various other factors, Spectrum will only commit to an estimated timeframe for delivery of Service.



The “Initial Order Term” is the time period starting on the date the Services are functional in all material respects and available for use (the “Billing Start Date”), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date.

After the expiration of the Initial Order Term of the Service Order for Services reflected in Spectrum’s proposal, and upon written request from Customer, Spectrum agrees to extend such Service Order for up to two (2) consecutive twelve (12) month renewal periods at the same monthly recurring charge applicable during the Initial Order Term. If Customer does not exercise such renewal options, and neither party has terminated the Service Order in accordance with the terms of the Service Agreement between the Parties, then at the end of the then current Order Term, the Service Order shall automatically renew on a month-to-month basis. The foregoing Service Order extension option is subject to more specific terms to be reflected in the applicable Service Order.

Service “Growth Clause”

Growth Services may or may not be requested by the Owner during the contract term. The “Growth Clause” shall not require a change in contract terms. The “Growth Clause” shall include a price for all existing service types plus any additional services of the same type/speeds/bandwidths of 10Gbps, 15Gbps, and 25Gbps.

Please review Spectrum’s Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

Change Requests. Any charges associated with Service and Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer’s failure to accept such additional charges within 5 business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer’s next and/or subsequent invoice(s).

Customer shall have the option to add Services and increase speed and bandwidth during the Order Term of the Service Order. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and, provided that Spectrum is able and willing to provide the requested change in Services, Customer shall be responsible for the corresponding increase in Monthly Recurring Charges for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous if the parties agree upon appropriate Monthly Recurring Charges and any non-recurring charges to correspond with the decreased initial term for such additional Services. Spectrum agrees to include terms within individual Service Orders that set forth the specific upgrade options available to the Customer during the Order Term.

Bid Evaluation

The Owner will evaluate and select the winning proposal based on the following criteria.



1. **Price (30%)** — The price of eligible goods and services will be the highest weighted factor. The Owner will evaluate price based ONLY on the eligible monthly and eligible "one-time" costs. E-Rate ineligible items must be provided on a separate rate sheet that will not be a part of this evaluation.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering. Monthly Recurring Charges (MRCs) and Non-Recurring Charges (NRCs) are exclusive of applicable taxes, surcharges and fees.

2. **Experience (25%)** — The Owner will evaluate prospective Respondent's experience based on, but not limited to, the Respondents ability to successfully provide the requested service(s), and prior history with the Owner. This may generate positive or negative as a result. A neutral finding will provide all Respondents the same score.

Spectrum understands.

3. **Accuracy of Response (20%)** — The Owner will evaluate the prospective Respondents proposal response for, but not limited to, completeness of proposal package, Service Agreement, amendments and/or exceptions to the requested service(s).

Spectrum understands

4. **Qualifications (15%)** — The Owner will evaluate the prospective Respondents qualifications based on, but not limited to, technical expertise and service coverage and the number of projects successfully completed by the Respondent providing the same type and scope of the requested services. This score will be affected by the Respondents ability to provide CTF discounts.

Spectrum understands.

5. **Service Level Agreement (10%)** — The Respondent will include a signed and dated copy of their multiyear Service Agreement (contract and service level agreement) with the proposal. Upon review and evaluation of all proposals, the Owner will sign, date, and return the successful Respondents agreement(s).

Spectrum has included a copy of the Spectrum Enterprise Service Agreement and applicable SLAs for Customer's review. Upon award, Spectrum will work with Customer to execute the final Service Agreement between the parties.



Protests

In order to be considered, written protests containing the proposal number must be submitted in accordance with the Owner's Board of Education Policy for protests. Protests must be made on the following grounds to be considered:

1. Owner failed to follow the selection procedures and adhere to the requirements specified in this RFP or any amendments hereto, or
2. A Conflict of Interest
3. State and/or Federal law has been violated.

Spectrum understands.

Respondent Selection/Contract Award

The Owner reserves the right to make the award to the Respondent who submits the proposal which meets the requirements, set forth herein and best meets the needs of the Owner after taking into consideration all of the aforementioned factors. The Owner also reserves the right to select portions of a proposal, or to reject any and all proposals.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

Failure to Provide Service

If the selected vendor is unable to provide the service for which they are contracted to provide, the awarded service provider agrees to financial compensation to the Owner to move to the next qualified Respondent. Financial compensation will be equal to, but not more than the difference in cost between the awarded service provider and the next most qualified provider.

Spectrum does not agree to provide Customer with financial compensation to move to the next qualified bidder. Default of the Service Agreement and applicable remedies available to the Customer are defined and provided in accordance with the Spectrum Enterprise Service Agreement and Service Level Agreement, if applicable.

Right to Reject Any and All Proposals

The governing Board of the Owner reserves the right to accept or reject any or all proposals in whole or in part or waive any irregularities in any proposal received. The Owner shall be the sole judge of the competency and responsibility of the Respondent. The submission of a proposal by a Respondent is acknowledgement of this right.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.



GENERAL ACKNOWLEDGEMENT FORM

Project #: 794-22A.5a
Owner: El Camino Real Charter High School

The following documents shall be submitted with the proposal:

1. Itemized Bid Price Sheet
2. Service Agreement
3. Respondent Information
4. General Acknowledgement
5. List of References
6. Respondent Qualifications
7. Implementation Plan (if applicable)

Pursuant to and in compliance with the published RFP and related documents, the undersigned Respondent, having familiarized himself/herself with the terms of the RFP*, the conditions affecting the performance of the RFP, the cost of the work at the place where the work is to be done, and other Documents, proposes and agrees to perform, within the time stipulated, including all of its required services, and everything required to be performed, and to provide and furnish any and all of the professional services, applicable taxes, utility, and transportation services necessary to perform the requested contract and complete in a workmanlike manner all of the work required in connection with the RFP Documents, including Addendum No.'s _____ . Copies of Addenda are obtainable at the office of the owners' representative (Infinity Communications).

The Respondent agrees that at the time of request, he/she will provide a signed copy of the Respondent's Service Agreement within (48) forty-eight hours.

Spectrum will promptly work with Customer to execute the final definitive agreement, to be negotiated between the parties.

The Respondent agrees that pricing provided within proposal and/or contract are true and correct. The responding service provider is required to provide the lowest corresponding price for equipment and/or services as has been provided to other customers in the area. In the event of an audit and a rule violation pertaining to Lowest Corresponding Price regarding a service provider not providing the lowest corresponding price, any funds that are requested to be returned to compensate the difference or any rule violation will be the responsibility of the service provider that has failed to provide LCP.

* Spectrum's proposal shall not be considered an acceptance of any offer by El Camino Real Charter High School or otherwise create a binding contract between El Camino Real Charter High School and Spectrum. The exceptions specifically noted herein shall apply to all provisions of the RFP to which they reasonably relate, regardless of whether an exception is noted for a particular provision. Spectrum's bid is based upon terms of its Spectrum Enterprise Service Agreement, attached hereto, which is incorporated into this response by reference and made a part thereof. Spectrum's proposal is submitted with the express understanding that the specific, comprehensive terms under which Spectrum and El Camino Real Charter High School may enter into a binding contract under which Spectrum provides services to El Camino Real Charter High School are understood to be subject to negotiation between the parties hereafter, with the Service Agreement and its related attachments, Service Level Agreements, and applicable Service Orders forming the basis of the contract. The Agreement shall govern the contractual relationship between the parties and Spectrum's provision of the Services; and supersede and entirely replace any terms and conditions set forth in the RFP.



Spectrum’s proposal is based on the information provided in this RFP and is accurate to the best of its knowledge. Spectrum complies with LCP rules. If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entitles when authorized by Customer to allow connection of a Service Location to the Network.

The Respondent understands that the withdrawal period for this RFP is (30) thirty days from the day of bid/proposal due date.

Spectrum understands.

The Respondent has carefully examined the RFP and related documents to the fullest that were prepared and furnished by the OWNER and acknowledges their sufficiency.

Spectrum’s proposal shall not be considered an acceptance of any offer by El Camino Real Charter High School or otherwise create a binding contract between El Camino Real Charter High School and Spectrum. The exceptions specifically noted herein shall apply to all provisions of the RFP to which they reasonably relate, regardless of whether an exception is noted for a particular provision. Spectrum’s bid is based upon terms of its Spectrum Enterprise Service Agreement, attached hereto, which is incorporated into this response by reference and made a part thereof. Spectrum’s proposal is submitted with the express understanding that the specific, comprehensive terms under which Spectrum and El Camino Real Charter High School may enter into a binding contract under which Spectrum provides services to El Camino Real Charter School Consortium are understood to be subject to negotiation between the parties hereafter, with the Service Agreement and its related attachments, Service Level Agreements, and applicable Service Orders forming the basis of the contract. The Agreement shall govern the contractual relationship between the parties and Spectrum’s provision of the Services; and supersede and entirely replace any terms and conditions set forth in the RFP.

It is understood and agreed that the work under the contract shall be commenced by the Respondent, if awarded the contract, on the date to be stated in the OWNER'S notification and that the scope of work for this bid as stated above shall be completed as noted in the RFP.

NAME OF RESPONDENT: Charter Communications Operating, LLC

ALL PARTNERS OR LEGAL NAME OF CORPORATION _____
(TYPE OR PRINT)

AUTHORIZED CONTACT: Lynne Bell

BUSINESS ADDRESS: 12405 Powerscourt Dr., St. Louis, MO 63131

TELEPHONE: (562) 677-0686

EMAIL: Brett.Lindley@charter.com

BY: 
DocuSigned by:
1B6B72FB70864A4...

VP, Spectrum Enterprise Sales

(SIGNATURE IN INK)

(TYPE OR PRINT)

DATE: February 2, 2022



Appendix A: Special Construction Cost Breakdown

Owner: El Camino Real Charter High School
 Project #: 794-22A.5a

Respondent is required to provide the breakdown shown below for all proposals containing special construction. If additional lines are required, submit additional pages as required.

Location	Strand Count	Segment Mileage	Total Segment Cost	Eligible Cost	Ineligible Cost
Total project mileage and costs					

When special construction is required, the following information must also be provided with the proposal. Failure to include the required documents will result in a determination of Non-Responsive for the Respondent.

1. Special Construction Cost Breakdown Sheet
2. Route map of all build segments in KMZ or KML format.
3. Explanation of alternative routes that were explored and why the chosen route is the most cost effective.
4. Explanation of special materials and procedures required that may have increased construction costs, such as.
 - a. Historical preservation or environmental issues
 - b. Bridge, waterway, railway, or highway crossings
 - c. Galvanized conduit
 - d. Directional boring through hard rock or under a paved surface
 - e. An excessive number of handholes, marker posts, or other OSP materials
 - f. Expensive pole attachment fees or make ready costs.

Upon award, Spectrum will provide any information required by USAC related to E-Rate funding for the Services to be provided and assist with the applicable paperwork.



SPECTRUM RESPONSE TO EL CAMINO REAL CHARTER HIGH SCHOOL RFP NO: 794-22A.5B



Request for Proposal for Internet Service Provider Services EL CAMINO REAL CHARTER HIGH SCHOOL RFP No: 794-22A.5b

RFP Posting Date: January 5, 2022
Questions Due By: January 19, 2022 at 3:00 PM PST
Proposals Due By: February 2, 2022 at 1:00 PM PST

In conformity with the Federal Communications Commission (FCC) Schools and Library Division (SLD), "Universal Service Fund" (a.k.a. "E-Rate" funding) application process, El Camino Real Charter High School, here after referred to as "Owner", is seeking proposals from qualified providers of **ISP Services**.

Any and all updated project information, forms, including addenda, will be distributed through the project website, located at www.infinitycomm.com/projects & <https://portal.usac.org/suite/>. All of these documents shall be made part of and material to the contract for services.

Spectrum's proposal is submitted with the express understanding that the specific, comprehensive terms under which Spectrum and El Camino Real may enter into a binding contract are understood to be subject to negotiation between the parties hereafter.

*****Vendors, subcontractors, and subcontractors who perform on-site activities are required to contact the awarding entity for current health and safety protocols. Including but not limited to COVID-19 vaccination requirements. *****

Please provide so we can review specifically. Spectrum's position is it will comply with CDC guidelines with respect to vaccination and other COVID-19 policies for its employees on Customer's premises.

Scope of Work

The Owner currently receives access to the World Wide Web at 1Gbps, or higher. It is expected that all schools within the Owner connect to the Owners Office and then are connected to the internet via the Owners Office, unless otherwise noted in the "Additional Services List" below. It is anticipated that all staff and students within the Owner will be able to access this service.

The Respondent must include in their proposal any/all electronic equipment needed to accomplish access to the internet and monitoring of the circuit during normal business hours. Maintenance of all Respondents equipment shall be a part of the Respondents responsibility. If there is a one-time connection fee, please list this fee separately.

The Respondent shall provide service to 5440 Valley Circle Blvd., Woodland Hills, CA 91367.



The Owner will accept a CalNet contract and CalNet terms and conditions if offered.

Please review Spectrum's Service Proposal to view pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

Spectrum Equipment will be provided and maintained as set forth in Section 6 (Equipment) of the Spectrum Enterprise Service Agreement.

Internet Access

The Respondents cost to provide Internet Access (Bandwidth) shall include the following:

1. The available bandwidth shall be a minimum of 1Gbps, or higher.
2. The service handoff shall be directly to the Owner's existing Local Area Network.
3. Internet access shall be available 24 hours, 7 days a week, 365 days a year.
4. Route all Owner's TCP/IP data traffic from their network to the internet.
5. Respondent must maintain connections to multiple Tier 1 internet providers.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

Monthly Recurring Charges and One Time Charges are exclusive of taxes, fees and surcharges. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer. Additional Service Charges may be applicable in accordance with the Spectrum Enterprise Service Agreement.

Spectrum's obligation is to provide Services to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum Network Demarcation Point at the Service Location. The "Demarcation Point" is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at the Service Location. Additional charges may be applicable to extend the Demarcation Point for any sites identified as a Type II Service Location.

Unless otherwise set forth in an Attachment or service level agreement, Spectrum will use commercially reasonable efforts to provide the Services to Customer twenty-four (24) hours per day, seven (7) days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Spectrum's reasonable control. Temporary service interruptions or outages for such reasons, as well as service interruptions or outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Spectrum to perform its obligations under this Service Agreement.

Spectrum has included a copy of its SLA as part of its response. Please review for specific information related to Spectrum's service metrics, outages, maintenance and applicable remedies.



Internet Connection

The Respondents cost to provide an Internet Connection (circuit), shall include the following:

1. The necessary physical connection from the Respondent to the Owner, including but not limited to any/all one-time special construction cost(s), permits and licensing, and Respondent's supplied on-site premise equipment necessary to successfully transmit the requested service.
2. All costs necessary, including but not limited to, "curb-to-demarc", to deliver the requested hand off to the Owners existing "point-of-demarcation".
 - a. Point-of-Demarcation: El Camino Real Charter High School at 5440 Valley Circle Blvd., Woodland Hills, CA 91367.
3. Demarcation hand-off will be a Fiber Ethernet connection. Respondent will provide and maintain all premise equipment necessary to provide the Owner with the specified hand-off type of service requested.
4. Full duplex operation (bi-directional connection)
5. The requested service shall allow the following Network Protocols:
 - c. All TCP/IP protocols
 - d. All layer 1 and layer 2 protocols. Minimum layer 3 protocols (EIGRP, IGMP, IPSEC, OSPF, & RIP).
6. No other Respondents customer will have any physical or logical access to the Owner's traffic/VLAN.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), service offering and bandwidth information. Special construction options, if applicable, are included in Spectrum's Service Proposal.

Monthly Recurring Charges and One Time Charges are exclusive of taxes, fees and surcharges. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer. Additional Service Charges may be applicable in accordance with the Spectrum Enterprise Service Agreement.

Spectrum's proposal is based on the information provided in this RFP and is accurate to the best of its knowledge. If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entitles when authorized by Customer to allow connection of a Service Location to the Network.

Customer understands that certain Services, or certain features, may not be available in all Spectrum service areas, may change from time to time and Spectrum may decline to provide any requested Services. Spectrum's ability to provide Services depends upon its ability to secure and retain, without unreasonable expense, suitable facilities, and rights to construct and maintain necessary facilities such as pole attachments and conduits to serve the Service Location. Spectrum may decline to accept or terminate a Service Order upon notice to Customer because of (a) the lack of transmission medium, transmission capacity or any other facilities or equipment, (b) the lack of available services from or interconnection with the services or facilities of other providers, or (c) any other cause beyond Spectrum's control.

Spectrum Equipment will be provided and maintained as set forth in Section 6 (Equipment) of Spectrum's Commercial Terms of Service.



Spectrum's obligation is to provide Services to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum Network Demarcation Point at the Service Location. The "Demarcation Point" is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at the Service Location. Additional charges may be applicable to extend the Demarcation Point for any sites identified as a Type II Service Location.

All proposals from Respondents will include **any/all** costs associated with switching services from the Owner's present service provider. By providing a proposal to the RFP, the Respondent is acknowledging and accepting this requirement.

In no event shall Spectrum be liable for any fees or costs incurred by the Customer in connection with procuring Spectrum Services or any portion thereof.

Additional Services List

None.

E-Rate Requirements

The services requested in this RFP are dependent on funding from the E-Rate program. The Owner expects each Respondent to make themselves thoroughly familiar with all applicable rules and regulations regarding the E-Rate program. For further information regarding the E-Rate program, please reference the USAC Schools and Libraries website at: www.universalservice.org/sl/

All contracts entered because of this RFP and the associated Form 470 will be contingent upon:

1. Funding approval by the SLD.

Customer's Service Order will include the following E-rate Contingency:

E-Rate Funding Contingency

Customer may submit this Service Order and the Services Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-Rate") funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15th prior to the applicable funding year. Customer must complete and return an "E-Rate Discount Election Form" to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the



contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for Services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

2. Approved funding amount equal to the funding amount as requested on the Form 471.

Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as the customer has been funded through the E-rate program, in which case discounts will be applied to the billing account via credit adjustments. The School may also choose to file a form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the form 486 and Receipt of Service Confirmation Form with USAC.

Upon award, Spectrum will make recommendations to the School to assist with the applicable paperwork.

According to USAC, discounts can only be provided for the portion of the service that eligible entities are receiving.

Please review: <http://usac.org/sl/applicants/beforeyoubegin/consortia/cost-allocations.aspx> for further details

3. The Respondent providing, at the time of bid, and maintaining a valid Service Provider Identification Number (SPIN) consistent with the type of service requested in the RFP.

Charter Communications Operating, LLC SPIN is 143050436

4. A certified Form 486 filed by the Owner and/or written "Notice to Proceed" from the Owner to the winning Respondent to initiate service. The Service Provider must contact the Owner prior to work proceeding.

Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. All submitted Service Orders are subject to approval and acceptance by Spectrum. Upon Spectrum's acceptance of a Service Order, as indicated either by: (a) Spectrum's written acceptance, (b) by Spectrum's delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order ("Service Location(s)").

Per the requirements of the E-Rate program, no billing and/or service may begin for this contract prior to July 1, 2022 and may not extend past June 30, 2023. Per E-Rate rules, applications will be submitted each year of multiyear contracts for funding consideration.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.



So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the July 1, turn-up date for Universal Service Administrative Company (USAC) funding. However, due to time constraints which are required for construction, designs, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1, turn-up date. Additionally, it may be in the best interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation timeline. Spectrum's implementation goal is 90 to 120 days after full execution of a resulting contract and applicable service order by the parties, however, upon award, a more accurate estimate will be provided once a project team has been assigned.

The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date.

The Respondent is required to provide the Lowest Corresponding Price (LCP) for equipment and/or services as has been provided to other customers in the area. In the event of an audit and a rule violation pertaining to LCP, in regard to a service provider *not* providing the LCP, any funds that are requested to be returned to compensate the difference or any rule violation will be the responsibility of the service provider that has failed to provide the LCP.

Spectrum complies with all applicable USAC rules and regulations. Spectrum complies with all LCP rules and applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement.

Invoicing

The Owner has the right to choose the type of invoicing method used to pay for the services provided. The Respondent acknowledges this right upon submission of a response to this request.

Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as the Customer has been funded through the E-rate program, in which case discounts will be applied to the billing account via credit adjustments. Customer may also choose to file a form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the form 486 and Receipt of Service Confirmation Form with USAC.

Upon award, Spectrum will make recommendations to the Customer to assist with the applicable paperwork.



Service Provider Invoicing

The Owner's discount percentage rate, as determined on the Form 471, will be the maximum that the Owner is liable for. The Respondent will be responsible to invoice USAC for the remaining balance, when using the Service Provider Invoice (SPI) method, or Form 474. Prior to invoicing USAC for the service rendered, the Respondent agrees to provide the Owner a copy of the USAC invoice to verify that the service has been delivered and accepted by the Owner before the Respondent invoices USAC.

Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as the Customer has been funded through the E-rate program, in which case discounts will be applied to the billing account via credit adjustments. Customer may also choose to file a form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the form 486 and Receipt of Service Confirmation Form with USAC.

Upon award, Spectrum will assist with the applicable paperwork.

According to USAC, discounts can only be provided for the portion of the service that eligible entities are receiving.

Please review: <http://usac.org/sl/applicants/beforeyoubegin/consortia/cost-allocations.aspx> for further details

Customer's Service Order shall incorporate the following clause as it relates to funding:

E-RATE FUNDING CONTINGENCY. Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-Rate") funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15th prior to the applicable funding year. Customer must complete and return an "E-Rate Discount Election Form" to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all



charges for Services, as described in this Service Order, that were installed prior to the E-rate program funding year start date.

BEAR Invoice Method

When utilizing the BEAR method of invoicing, the Respondent will invoice the Owner for the entire amount of the service rendered. The Owner will invoice USAC for the discounted portion of the services provided.

Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as Customer has been funded through the E-rate program, in which case discounts will be applied to the billing account via credit adjustments. Customer may also choose to file a form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the form 486 and Receipt of Service Confirmation Form with USAC.

Upon award, Spectrum will assist with the applicable paperwork.

Termination

The Owner reserves the right to terminate any contract and/or agreement with any Respondent, even the apparent winner, regardless of USAC's approval or denial of funding; any funding requested because of this RFP, prior to any work starting. The Owner reserves the right to accept the pricing proposal solely dependent upon SLD approval.

Termination is subject to Section 13 (Default, Suspension of Services and Termination) of the Spectrum Enterprise Service Agreement.

Customer's Service Order shall incorporate the following clause as it relates to funding:

E-RATE FUNDING CONTINGENCY. Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-Rate") funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15th prior to the applicable funding year. Customer must complete and return an "E-Rate Discount Election Form" to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in



this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for Services, as described in this Service Order, that were installed prior to the E-rate program funding year start date.

Bid Package Requirements

No bill will be accepted from, or contract awarded to a Respondent:

1. Who is not licensed in accordance with the law.
2. Does not hold a license qualifying them to perform work under this contract in the State of California.
3. Who does not hold a valid SPIN and is not in good standing with the FCC/USAC.
4. Who has not successfully performed one project of similar character and scope of the proposed work.
5. Does not provide all required documentation as required by this RFP.

Spectrum shall obtain and maintain at its own expense all licenses, approvals, and regulatory authority required by law with respect to Spectrum's operation and provision of the Services as contemplated in the Service Agreement. Charter Communications Operating, LLC ("Spectrum") SPIN is 143050436 / FRN # 002564373, and is in good standing with the FCC/USAC. A signed copy of the General Acknowledgement form, as modified by Spectrum has been included within this response.

All prospective Respondents wishing to provide a proposal for this RFP must submit their responses to **Ashton Galvan** at p1bidsainfinitycomm.com or to the following address:

Ashton Galvan
Infinity Communications and Consulting, Inc.
4909 Calloway Drive, Suite 102
Bakersfield, CA 93312

Proposals will only be received until **February 2, 2022, at 1:00 PM PST**. Proposals received after this time will not be considered for award. Respondents will provide the RFP number and bid time in the subject line of the email, or if responding by mail the RFP number and bid time on the lower left-hand corner of the response envelope.

Spectrum understands.

Due to the inconsistency and unreliability of physical delivery services, it is highly recommended that all responses be sent via email. Email responses are limited to 15Mb in size and must be in PDF format. Responses received after the appointed date and time will only be considered for review after responses received prior to the due date and time have been reviewed.

Spectrum understands.

Responses received after the appointed date and time will be subject to the owners Right to Reject any and all proposals.

Spectrum understands.

All inquiries for this RFP will be directed to **Ashton Galvan** at p1bids@infinitycomm.com. The deadline for all questions regarding this RFP will be **January 19, 2022 at 3:00 PM PST**.

Spectrum understands.

All Respondents are required to provide the following information. Failure to provide the following information can result in the Respondent's proposal being deemed non-responsive and removed from consideration by the Owner.



1. **Itemized Bid Price Sheet** — All proposed prices provided by the Respondent will be itemized, per the requirements of the E-Rate program. Respondents will provide itemized cost for a minimum of the following: eligible services/equipment, ineligible services/equipment, one-time costs breakdown, installation costs, any fixed costs, E-Rate eligible itemized tax and surcharges descriptions breakdown with cost, and utilization costs (such as cost per increment). Respondent will include in their bid response all monthly unit pricing for each component of this system and an annual estimate of the California Teleconnect Fund discount.

Please see Spectrum’s Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering. MRCs and OTCs are exclusive of taxes, surcharges, and/or fees. To the extent estimates are provided, Customer acknowledges that Spectrum cannot estimate all possible taxes, surcharges and fees, as taxability and regulatory classifications vary by customer and service location and may change. For information regarding possible taxes, fees and surcharges, please review Section 7(b) (Taxes, Surcharges and Fees) of Spectrum’s Commercial Terms of Service. Service Charges will be invoiced as set forth in Spectrum’s Service Agreement.

Spectrum’s proposal is based on the information provided herein and is accurate to the best of its knowledge. If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order.. Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entities when authorized by Customer to allow connection of a Service Location to the Network.

CALIFORNIA TELECONNECT FUND (CTF) CONTINGENCY

If state funding for the California Teleconnect Fund (“CTF”) is exhausted, or if Customer fails to qualify for CTF discounts, Customer will be back-billed for CTF discounts advanced by Spectrum. Furthermore, if Customer fails to receive E-rate discounts from the Universal Service Administrative Company (“USAC”), Customer will be back-billed for all such discounts advanced by Spectrum. Customer is required to comply with all federal E-rate and CTF rules. Spectrum reserves the right to suspend both CTF and E-rate discounts to Customer in the event that Customer (i) fails to abide by all federal E-rate and CTF rules, or (ii) withdraws its request for E-rate and/or CTF funding.

2. **Service Agreement** —Along with the Respondent's proposal, it is **REQUIRED** that the Respondent include a copy of their multi-year service agreement, when applicable. Upon review of all proposals, the Owner will sign, date, and return the successful Respondents agreement.

Spectrum has included a sample Service Agreement and applicable SLAs for review and upon award, will work with Customer to execute the final Service Agreement between the parties.



3. **Respondent Information** — Respondent will provide in their proposal package documentation that details the following: firm name, business address, phone and fax numbers and a brief overview of the Respondent's organization, a brief history of the firm, a primary contact person to support the contract(s), and the Respondents SPIN. Respondents' information shall not exceed 3 pages in length.

Please, review Spectrum's Executive Summary section.

Please review the table below for Charter Communications Operating, LLC Service Provider Identification Number:

SPIN ▲	Service Provider Name	Doing Business As	Status	Contact Name	Email	Phone	Spac Filed (FCC Form 473)
143050436	Charter Communications Operating, LLC	Charter Communications Operating, LLC	Active	David Ventimiglia	DL-CHTR498@charter.com	314-394-9850	2017,2018,2019,2020,2021

4. **General Acknowledgement** — Respondents shall provide an executed copy of the provided form acknowledging the RFP requirements.

A signed copy of the General Acknowledgement form, as modified by Spectrum, has been included within this response. The terms of this RFP are subject to the Terms of Offer section of Spectrum's proposal.

8. **List of References** — Respondent will include a minimum of three (3) client references. References will include Contact Name, Organization Name, and Contact telephone and email information. References must be from winning proposals within the last three calendar years.

Customer Proprietary Network Information (CPNI) considerations prohibit Spectrum from publicly disclosing customer specific service information.

Please refer to the References section of this RFP Documentation.

9. **Respondent Qualifications** — Respondent will provide in their proposal package sufficient documentation that demonstrates the Respondent's ability to provide the services as required in this **RFP**.

Spectrum understands.

10. **Implementation Plan** — Respondent will provide an implementation plan, if applicable, that details: the process for Respondent, system cut-over (including a schedule), and contact information for the Service and/or Installation Managers that will be responsible for this project. Provide any specific or required dialing codes that would be necessary for your solution.

Spectrum operates with a team concept. We ensure work is crosschecked and resources are available to provide backup support, as needed, and that are knowledgeable in the processes and procedures used in this project.

Once you select Spectrum as your communication provider, our team of technical, engineering, construction, and service delivery professionals dedicated to the School will implement your service.

Our Project Management Organization (PMO) is organized together with our Order Operations functions. This arrangement provides for an enhanced experience from



the time we receive your order, to order entry, implementation, and the start of billing. The Government-Education PMO is part of a Strategic PMO that also includes Order Operations functions. Our Government-Education PMO Director leads us with over 30 years of varied telecommunications experience including project and program management. She has surrounded herself with a management team that is strong in not only project management but also technical knowledge in telecommunications.

In the event the incumbent does not respond with a quote, the Owner will use the incumbent service providers current pricing as their proposal.

Please review Spectrum's Service Proposal to view pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering.

Contract Requirements

The owner intends to use the Respondents supplied Service Agreement to formalize any contractual relationship that results from this RFP. However, the following provisions **must** be specifically included in the Respondents supplied agreement for the Respondent's proposal to be considered responsive. Failure to include any of these provisions shall result in the Respondent's proposal being determined Non-Responsive, and no further evaluation of the proposal will be considered.

Spectrum's bid is based upon services being delivered under the terms of the Spectrum Enterprise Service Agreement which incorporates the Spectrum Enterprise Commercial Terms of Service (available at <https://enterprise.spectrum.com/legal/se-terms-and-conditions.html> or any successor URL), plus any related attachments, Service Level Agreements and applicable Service Order(s). Please refer to the Terms of Offer section of Spectrum's proposal for additional information.

Terms and Conditions

Proposal contracts shall be based on a three (3) year term with two (2) one (1) year extensions. The initial three (3) year term shall start July 1, 2022 and end June 30, 2025. The Owner reserves the option to extend this contract for a period of two (2) one (1) year extensions through June 30, 2027, not to exceed a total of five (5) contract years. An extension option must be mutually acceptable to both parties. Any request for an acceptance of an extension shall be in written form and shall include any requests and justifications for adjustment in compensation. If Respondents can provide lower rates by extending the length of the contract, please provide this option as part of the response.

Please see Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

So long as customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum will endeavor to meet the customer's desired installation date. However, due to time constraints which are required for construction, designs, permits and various other factors, Spectrum will only commit to an estimated timeframe for delivery of Service.

The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date.



After the expiration of the Initial Order Term of the Service Order for Services reflected in Spectrum's proposal, and upon written request from Customer, Spectrum agrees to extend such Service Order for up to two (2) consecutive twelve (12) month renewal periods at the same monthly recurring charge applicable during the Initial Order Term. If Customer does not exercise such renewal options, and neither party has terminated the Service Order in accordance with the terms of the Service Agreement between the Parties, then at the end of the then current Order Term, the Service Order shall automatically renew on a month-to-month basis. The foregoing Service Order extension option is subject to more specific terms to be reflected in the applicable Service Order.

Service "Growth Clause"

Growth Services may or may not be requested by the Owner during the contract term. The "Growth Clause" shall not require a change in contract terms. The "Growth Clause" shall include a price for all existing service types plus any additional services of the same type/speeds/bandwidths of 2Gbps, 5Gbps, and 10Gbps

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

Change Requests. Any charges associated with Service and Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within 5 business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).

Customer shall have the option to add Services and increase speed and bandwidth during the Order Term of the Service Order. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and, provided that Spectrum is able and willing to provide the requested change in Services, Customer shall be responsible for the corresponding increase in Monthly Recurring Charges for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous if the parties agree upon appropriate Monthly Recurring Charges and any non-recurring charges to correspond with the decreased initial term for such additional Services. Spectrum agrees to include terms within individual Service Orders that set forth the specific upgrade options available to the Customer during the Order Term.

Bid Evaluation

The Owner will evaluate and select the winning proposal based on the following criteria.

- 1. Price (30%)** — The price of eligible goods and services will be the highest weighted factor. The Owner will evaluate price based ONLY on the eligible monthly and eligible "one-time" costs. E-Rate ineligible items must be provided on a separate rate sheet that will not be a part of this evaluation.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering. Monthly Recurring Charges (MRCs) and Non-Recurring Charges (NRCs) are exclusive of applicable taxes, surcharges and fees.



- 2. Experience (25%)** — The Owner will evaluate prospective Respondent's experience based on, but not limited to, the Respondents ability to successfully provide the requested service(s), and prior history with the Owner. This may generate positive or negative as a result. A neutral finding will provide all Respondents the same score.

Spectrum understands.

- 3. Accuracy of Response (20%)** — The Owner will evaluate the prospective Respondents proposal response for, but not limited to, completeness of proposal package, Service Agreement, amendments and/or exceptions to the requested service(s).

Spectrum understands

- 4. Qualifications (15%)** — The Owner will evaluate the prospective Respondents qualifications based on, but not limited to, technical expertise and service coverage and the number of projects successfully completed by the Respondent providing the same type and scope of the requested services. This score will be affected by the Respondents ability to provide CTF discounts.

Spectrum understands.

- 5. Service Level Agreement (10%)** — The Respondent will include a signed and dated copy of their multiyear Service Agreement (contract and service level agreement) with the proposal. Upon review and evaluation of all proposals, the Owner will sign, date, and return the successful Respondents agreement(s).

Spectrum has included a copy of the Spectrum Enterprise Service Agreement and applicable SLAs for the School's review. Upon award, Spectrum will work with the School to execute the final Service Agreement between the parties.

Protests

In order to be considered, written protests containing the proposal number must be submitted in accordance with the Owner's Board of Education Policy for protests. Protests must be made on the following grounds to be considered:

1. Owner failed to follow the selection procedures and adhere to the requirements specified in this RFP or any amendments hereto, or
2. A Conflict of Interest
3. State and/or Federal law has been violated.

Spectrum understands.

Respondent Selection/Contract Award

The Owner reserves the right to make the award to the Respondent who submits the proposal which meets the requirements, set forth herein and best meets the needs of the Owner after taking into consideration all of the aforementioned factors. The Owner also reserves the right to select portions of a proposal, or to reject any and all proposals.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.



Failure to Provide Service

If the selected vendor is unable to provide the service for which they are contracted to provide, the awarded service provider agrees to financial compensation to the Owner to move to the next qualified Respondent. Financial compensation will be equal to, but not more than the difference in cost between the awarded service provider and the next most qualified provider.

Spectrum does not agree to provide Customer with financial compensation to move to the next qualified bidder. Default of the Service Agreement and applicable remedies available to the Customer are defined and provided in accordance with the Spectrum Enterprise Service Agreement and Service Level Agreement, if applicable.

Right to Reject Any and All Proposals

The governing Board of the Owner reserves the right to accept or reject any or all proposals in whole or in part or waive any irregularities in any proposal received. The Owner shall be the sole judge of the competency and responsibility of the Respondent. The submission of a proposal by a Respondent is acknowledgement of this right.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.



COMMUNICATIONS & CONSULTING
AN EMPLOYEE OWNED COMPANY

GENERAL ACKNOWLEDGEMENT FORM

Project #: 794-22A.5b
Owner: El Camino Real Charter High School

The following documents shall be submitted with the proposal:

1. Itemized Bid Price Sheet
2. Service Agreement
3. Respondent Information
4. General Acknowledgement
5. List of References
6. Respondent Qualifications
7. Implementation Plan (if applicable)

Pursuant to and in compliance with the published RFP and related documents, the undersigned Respondent, having familiarized himself/herself with the terms of the RFP*, the conditions affecting the performance of the RFP, the cost of the work at the place where the work is to be done, and other Documents, proposes and agrees to perform, within the time stipulated, including all of its required services, and everything required to be performed, and to provide and furnish any and all of the professional services, applicable taxes, utility, and transportation services necessary to perform the requested contract and complete in a workmanlike manner all of the work required in connection with the RFP Documents, including Addendum No.'s _____ . Copies of Addenda are obtainable at the office of the owners' representative (Infinity Communications).

The Respondent agrees that at the time of request, he/she will provide a signed copy of the Respondent's Service Agreement within (48) forty-eight hours.

Spectrum will promptly work with the Customer to execute the final definitive agreement, to be negotiated between the parties.

The Respondent agrees that pricing provided within proposal and/or contract are true and correct. The responding service provider is required to provide the lowest corresponding price for equipment and/or services as has been provided to other customers in the area. In the event of an audit and a rule violation pertaining to Lowest Corresponding Price regarding a service provider not providing the lowest corresponding price, any funds that are requested to be returned to compensate the difference or any rule violation will be the responsibility of the service provider that has failed to provide LCP.

Spectrum's proposal is based on the information provided in this RFP and is accurate to the best of its knowledge. Spectrum complies with LCP rules. If during the course of installation

* Spectrum's proposal shall not be considered an acceptance of any offer by El Camino Real Charter High School or otherwise create a binding contract between El Camino Real Charter High School and Spectrum. The exceptions specifically noted herein shall apply to all provisions of the RFP to which they reasonably relate, regardless of whether an exception is noted for a particular provision. Spectrum's bid is based upon terms of its Spectrum Enterprise Service Agreement, attached hereto, which is incorporated into this response by reference and made a part thereof. Spectrum's proposal is submitted with the express understanding that the specific, comprehensive terms under which Spectrum and El Camino Real Charter High School may enter into a binding contract under which Spectrum provides services to El Camino Real Charter High School are understood to be subject to negotiation between the parties hereafter, with the Service Agreement and its related attachments, Service Level Agreements, and applicable Service Orders forming the basis of the contract. The Agreement shall govern the contractual relationship between the parties and Spectrum's provision of the Services; and supersede and entirely replace any terms and conditions set forth in the RFP.



Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entitles when authorized by Customer to allow connection of a Service Location to the Network.

The Respondent understands that the withdrawal period for this RFP is (30) thirty days from the day of bid/proposal due date.

Spectrum understands.

The Respondent has carefully examined the RFP and related documents to the fullest that were prepared and furnished by the OWNER and acknowledges their sufficiency.

Spectrum's proposal shall not be considered an acceptance of any offer by El Camino Real Charter High School or otherwise create a binding contract between El Camino Real Charter High School and Spectrum. The exceptions specifically noted herein shall apply to all provisions of the RFP to which they reasonably relate, regardless of whether an exception is noted for a particular provision. Spectrum's bid is based upon terms of its Spectrum Enterprise Service Agreement, attached hereto, which is incorporated into this response by reference and made a part thereof. Spectrum's proposal is submitted with the express understanding that the specific, comprehensive terms under which Spectrum and El Camino Real Charter High School may enter into a binding contract under which Spectrum provides services to Julian Charter School Consortium are understood to be subject to negotiation between the parties hereafter, with the Service Agreement and its related attachments, Service Level Agreements, and applicable Service Orders forming the basis of the contract. The Agreement shall govern the contractual relationship between the parties and Spectrum's provision of the Services; and supersede and entirely replace any terms and conditions set forth in the RFP.

It is understood and agreed that the work under the contract shall be commenced by the Respondent, if awarded the contract, on the date to be stated in the OWNER'S notification and that the scope of work for this bid as stated above shall be completed as noted in the RFP.

NAME OF RESPONDENT: Charter Communications Operating, LLC

ALL PARTNERS OR LEGAL NAME OF CORPORATION _____

(TYPE OR PRINT)

AUTHORIZED CONTACT: Lynne Bell

BUSINESS ADDRESS: 12405 Powerscourt Dr., St. Louis, MO 63131

TELEPHONE: (562) 677-0686

EMAIL: Brett.Lindley@charter.com

BY: 

VP, Spectrum Enterprise Sales

(SIGNATURE IN INK)

(TYPE OR PRINT NAME OF TITLE AND SIGNATURE)

SERVICE PROVIDER IDENTIFICATION NUMBER: 143050436

DATE: February 2, 2022



Appendix A: Special Construction Cost Breakdown

Owner: El Camino Real Charter High School
 Project #: 794-22A.5b

Respondent is required to provide the breakdown shown below for all proposals containing special construction. If additional lines are required, submit additional pages as required.

Location	Strand Count	Segment Mileage	Total Segment Cost	Eligible Cost	Ineligible Cost
Total project mileage and costs					

When special construction is required, the following information must also be provided with the proposal. Failure to include the required documents will result in a determination of Non-Responsive for the Respondent.

5. Special Construction Cost Breakdown Sheet
6. Route map of all build segments in KMZ or KML format.
7. Explanation of alternative routes that were explored and why the chosen route is the most cost effective.
8. Explanation of special materials and procedures required that may have increased construction costs, such as.
 - g. Historical preservation or environmental issues
 - h. Bridge, waterway, railway, or highway crossings
 - i. Galvanized conduit
 - j. Directional boring through hard rock or under a paved surface
 - k. An excessive number of handholes, marker posts, or other OSP materials
 - l. Expensive pole attachment fees or make ready costs.

Upon award, Spectrum will provide any information required by USAC related to E-Rate funding for the Services to be provided and assist with the applicable paperwork.



**SPECTRUM RESPONSE TO EL CAMINO REAL CHARTER HIGH SCHOOL RFP
NO: 794-22A.5C**



**Request for Proposal for Internet Service Provider Services
EL CAMINO REAL CHARTER HIGH SCHOOL
RFP No: 794-22A.5c**

RFP Posting Date: January 5, 2022
Questions Due By: January 19, 2022 at 3:00 PM PST
Proposals Due By: February 2, 2022 at 1:00 PM PST

In conformity with the Federal Communications Commission (FCC) Schools and Library Division (SLD), "Universal Service Fund" (a.k.a. "E-Rate" funding) application process, El Camino Real Charter High School, here after referred to as "Owner", is seeking proposals from qualified providers of **ISP Services**.

Any and all updated project information, forms, including addenda, will be distributed through the project website, located at www.infinitycomm.com/projects & <https://portal.usac.org/suite/>. All of these documents shall be made part of and material to the contract for services.

Spectrum's proposal is submitted with the express understanding that the specific, comprehensive terms under which Spectrum and El Camino Real Charter High School may enter into a binding contract are understood to be subject to negotiation between the parties hereafter.

*****Vendors, subcontractors, and subcontractors who perform on-site activities are required to contact the awarding entity for current health and safety protocols. Including but not limited to COVID-19 vaccination requirements. *****

Please provide so we can review specifically. Spectrum's position is it will comply with CDC guidelines with respect to vaccination and other COVID-19 policies for its employees on Customer's premises.

Scope of Work

The Owner currently receives access to the World Wide Web at 1Gbps, or higher. It is expected that all schools within the Owner connect to the Owners Office and then are connected to the internet via the Owners Office, unless otherwise noted in the "Additional Services List" below. It is anticipated that all staff and students within the Owner will be able to access this service.

The Respondent must include in their proposal any/all electronic equipment needed to accomplish access to the internet and monitoring of the circuit during normal business hours. Maintenance of all Respondents equipment shall be a part of the Respondents responsibility. If there is a one-time connection fee, please list this fee separately.

The Respondent shall provide service to 7401 Shoup Avenue, West Hills, CA 91307.
The Owner will accept a CalNet contract and CalNet terms and conditions if offered.

Please review Spectrum's Service Proposal to view pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.



Spectrum Equipment will be provided and maintained as set forth in Section 6 (Equipment) of the Spectrum Enterprise Service Agreement.

Internet Access

The Respondents cost to provide Internet Access (Bandwidth) shall include the following:

1. The available bandwidth shall be a minimum of 1Gbps, or higher.
2. The service handoff shall be directly to the Owner's existing Local Area Network.
3. Internet access shall be available 24 hours, 7 days a week, 365 days a year.
4. Route all Owner's TCP/IP data traffic from their network to the internet.
5. Respondent must maintain connections to multiple Tier 1 internet providers.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

Monthly Recurring Charges and One Time Charges are exclusive of taxes, fees and surcharges. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer. Additional Service Charges may be applicable in accordance with the Spectrum Enterprise Service Agreement.

Spectrum's obligation is to provide Services to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum Network Demarcation Point at the Service Location. The "Demarcation Point" is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at the Service Location. Additional charges may be applicable to extend the Demarcation Point for any sites identified as a Type II Service Location.

Unless otherwise set forth in an Attachment or service level agreement, Spectrum will use commercially reasonable efforts to provide the Services to Customer twenty-four (24) hours per day, seven (7) days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Spectrum's reasonable control. Temporary service interruptions or outages for such reasons, as well as service interruptions or outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Spectrum to perform its obligations under this Service Agreement.

Please review Spectrum's Service Level Agreement(s) included herein, and of which are hereby incorporated as part of Spectrum's response. Spectrum's Service Level Agreement (SLA) shall govern with respect to the technical specifications, response times, credits, outages, and requirements of the provision of Services and shall supersede and replace all SLA requirements outlined in this RFP.

Internet Connection

The Respondents cost to provide an Internet Connection (circuit), shall include the following:

1. The necessary physical connection from the Respondent to the Owner, including but not limited to any/all one-time special construction cost(s), permits and licensing, and Respondent's supplied on-site premise equipment necessary to successfully transmit the requested service.



2. All costs necessary, including but not limited to, "curb-to-demarc", to deliver the requested hand off to the Owners existing "point-of-demarcation".
 - a. Point-of-Demarcation: El Camino Real Charter High School at 7401 Shoup Avenue, West Hills, CA 91307
3. Demarcation hand-off will be a Fiber Ethernet connection. Respondent will provide and maintain all premise equipment necessary to provide the Owner with the specified hand-off type of service requested.
4. Full duplex operation (bi-directional connection)
5. The requested service shall allow the following Network Protocols:
 - e. All TCP/IP protocols
 - f. All layer 1 and layer 2 protocols. Minimum layer 3 protocols (EIGRP, IGMP, IPSEC, OSPF, & RIP).
6. No other Respondents customer will have any physical or logical access to the Owner's traffic/VLAN.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), service offering and bandwidth information. Special construction options, if applicable, are included in Spectrum's Service Proposal.

Monthly Recurring Charges and One Time Charges are exclusive of taxes, fees and surcharges. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer. Additional Service Charges may be applicable in accordance with the Spectrum Enterprise Service Agreement.

Spectrum's proposal is based on the information provided in this RFP and is accurate to the best of its knowledge. If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entitles when authorized by Customer to allow connection of a Service Location to the Network.

Customer understands that certain Services, or certain features, may not be available in all Spectrum service areas, may change from time to time and Spectrum may decline to provide any requested Services. Spectrum's ability to provide Services depends upon its ability to secure and retain, without unreasonable expense, suitable facilities, and rights to construct and maintain necessary facilities such as pole attachments and conduits to serve the Service Location. Spectrum may decline to accept or terminate a Service Order upon notice to Customer because of (a) the lack of transmission medium, transmission capacity or any other facilities or equipment, (b) the lack of available services from or interconnection with the services or facilities of other providers, or (c) any other cause beyond Spectrum's control.

As between the Parties, Spectrum shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Spectrum's operation and provision of the Services as contemplated in the Service Agreement, and Customer shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated in the Service Agreement.



Spectrum Equipment will be provided and maintained as set forth in Section 6 (Equipment) of Spectrum’s Commercial Terms of Service.

Spectrum’s obligation is to provide Services to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum Network Demarcation Point at the Service Location. The “Demarcation Point” is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at the Service Location. Additional charges may be applicable to extend the Demarcation Point for any sites identified as a Type II Service Location.

All proposals from Respondents will include **any/all** costs associated with switching services from the Owner’s present service provider. By providing a proposal to the RFP, the Respondent is acknowledging and accepting this requirement.

In no event shall Spectrum be liable for any fees or costs incurred by the Customer in connection with procuring Spectrum Services or any portion thereof.

Additional Services List

None.

E-Rate Requirements

The services requested in this RFP are dependent on funding from the E-Rate program. The Owner expects each Respondent to make themselves thoroughly familiar with all applicable rules and regulations regarding the E-Rate program. For further information regarding the E-Rate program, please reference the USAC Schools and Libraries website at: www.universalservice.org/sl/

All contracts entered because of this RFP and the associated Form 470 will be contingent upon:

1. Funding approval by the SLD.

Customer’s Service Order will include the following E-rate Contingency:

E-Rate Funding Contingency

Customer may submit this Service Order and the Services Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (“E-Rate”) funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice (“SPI”) or Billed Entity Applicant Reimbursement (“BEAR”) discount method by May 15th prior to the applicable funding year. Customer must complete and return an “E-Rate Discount Election Form” to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum’s receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer’s request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the



difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for Services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

2. Approved funding amount equal to the funding amount as requested on the Form 471.

Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as the customer has been funded through the E-rate program, in which case discounts will be applied to the billing account via credit adjustments. The School may also choose to file a form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the form 486 and Receipt of Service Confirmation Form with USAC.

Upon award, Spectrum will make recommendations to the School to assist with the applicable paperwork.

According to USAC, discounts can only be provided for the portion of the service that eligible entities are receiving.

Please review: <http://usac.org/sl/applicants/beforeyoubegin/consortia/cost-alloccations.aspx> for further details

3. The Respondent providing, at the time of bid, and maintaining a valid Service Provider Identification Number (SPIN) consistent with the type of service requested in the RFP.

Charter Communications Operating, LLC SPIN is 143050436

4. A certified Form 486 filed by the Owner and/or written "Notice to Proceed" from the Owner to the winning Respondent to initiate service. The Service Provider must contact the Owner prior to work proceeding.

Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. All submitted Service Orders are subject to approval and acceptance by Spectrum. Upon Spectrum's acceptance of a Service Order, as indicated either by: (a) Spectrum's written acceptance, (b) by Spectrum's delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order ("Service Location(s)").

Per the requirements of the E-Rate program, no billing and/or service may begin for this contract prior to July 1, 2022 and may not extend past June 30, 2023. Per E-Rate rules, applications will be submitted each year of multiyear contracts for funding consideration.



Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the July 1, turn-up date for Universal Service Administrative Company (USAC) funding. However, due to time constraints which are required for construction, designs, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1, turn-up date. Additionally, it may be in the best interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation timeline. Spectrum's implementation goal is 90 to 120 days after full execution of a resulting contract and applicable service order by the parties, however, upon award, a more accurate estimate will be provided once a project team has been assigned.

The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date.

The Respondent is required to provide the Lowest Corresponding Price (LCP) for equipment and/or services as has been provided to other customers in the area. In the event of an audit and a rule violation pertaining to LCP, in regard to a service provider *not* providing the LCP, any funds that are requested to be returned to compensate the difference or any rule violation will be the responsibility of the service provider that has failed to provide the LCP.

Spectrum complies with all LCP rules and regulations relating to its performance obligations specified in the Service Agreement.

Invoicing

The Owner has the right to choose the type of invoicing method used to pay for the services provided. The Respondent acknowledges this right upon submission of a response to this request.

Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as the Customer has been funded through the E-rate program, in which case discounts will be applied to the billing account via credit adjustments. Customer may also choose to file a form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the form 486 and Receipt of Service Confirmation Form with USAC.

Upon award, Spectrum will assist with the applicable paperwork.



Service Provider Invoicing

The Owner's discount percentage rate, as determined on the Form 471, will be the maximum that the Owner is liable for. The Respondent will be responsible to invoice USAC for the remaining balance, when using the Service Provider Invoice (SPI) method, or Form 474. Prior to invoicing USAC for the service rendered, the Respondent agrees to provide the Owner a copy of the USAC invoice to verify that the service has been delivered and accepted by the Owner before the Respondent invoices USAC.

Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as the Customer has been funded through the E-rate program, in which case discounts will be applied to the billing account via credit adjustments. Customer may also choose to file a form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the form 486 and Receipt of Service Confirmation Form with USAC.

Upon award, Spectrum will assist with the applicable paperwork.

According to USAC, discounts can only be provided for the portion of the service that eligible entities are receiving.

Please review: <http://usac.org/sl/applicants/beforeyoubegin/consortia/cost-allocations.aspx> for further details

Customer's Service Order shall incorporate the following clause as it relates to funding:

E-RATE FUNDING CONTINGENCY. Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-Rate") funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15th prior to the applicable funding year. Customer must complete and return an "E-Rate Discount Election Form" to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all



charges for Services, as described in this Service Order, that were installed prior to the E-rate program funding year start date.

BEAR Invoice Method

When utilizing the BEAR method of invoicing, the Respondent will invoice the Owner for the entire amount of the service rendered. The Owner will invoice USAC for the discounted portion of the services provided.

Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as Customer has been funded through the E-rate program, in which case discounts will be applied to the billing account via credit adjustments. Customer may also choose to file a form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the form 486 and Receipt of Service Confirmation Form with USAC.

Upon award, Spectrum will assist with the applicable paperwork.

Termination

The Owner reserves the right to terminate any contract and/or agreement with any Respondent, even the apparent winner, regardless of USAC's approval or denial of funding; any funding requested because of this RFP, prior to any work starting. The Owner reserves the right to accept the pricing proposal solely dependent upon SLD approval.

Termination is subject to Section 13 (Default, Suspension of Services and Termination) of the Spectrum Enterprise Service Agreement.

Customer's Service Order shall incorporate the following clause as it relates to funding:

E-RATE FUNDING CONTINGENCY. Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-Rate") funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15th prior to the applicable funding year. Customer must complete and return an "E-Rate Discount Election Form" to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in



this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for Services, as described in this Service Order, that were installed prior to the E-rate program funding year start date.

Bid Package Requirements

No bill will be accepted from, or contract awarded to a Respondent:

1. Who is not licensed in accordance with the law.
2. Does not hold a license qualifying them to perform work under this contract in the State of California.
3. Who does not hold a valid SPIN and is not in good standing with the FCC/USAC.
4. Who has not successfully performed one project of similar character and scope of the proposed work.
5. Does not provide all required documentation as required by this RFP.

Spectrum shall obtain and maintain at its own expense all licenses, approvals, and regulatory authority required by law with respect to Spectrum's operation and provision of the Services as contemplated in the Service Agreement. Charter Communications Operating, LLC ("Spectrum") SPIN is 143050436 / FRN # 002564373, and is in good standing with the FCC/USAC. A signed copy of the General Acknowledgement form, as modified by Spectrum has been included within this response.

All prospective Respondents wishing to provide a proposal for this RFP must submit their responses to **Ashton Galvan** at p1bidsainfinitycomm.com or to the following address:

Ashton Galvan
Infinity Communications and Consulting, Inc.
4909 Calloway Drive, Suite 102
Bakersfield, CA 93312

Proposals will only be received until **February 2, 2022, at 1:00 PM PST**. Proposals received after this time will not be considered for award. Respondents will provide the RFP number and bid time in the subject line of the email, or if responding by mail the RFP number and bid time on the lower left-hand corner of the response envelope.

Spectrum understands.

Due to the inconsistency and unreliability of physical delivery services, it is highly recommended that all responses be sent via email. Email responses are limited to 15Mb in size and must be in PDF format. Responses received after the appointed date and time will only be considered for review after responses received prior to the due date and time have been reviewed.

Spectrum understands.

Responses received after the appointed date and time will be subject to the owners Right to Reject any and all proposals.

Spectrum understands.

All inquiries for this RFP will be directed to **Ashton Galvan** at p1bids@infinitycomm.com. The deadline for all questions regarding this RFP will be **January 19, 2022 at 3:00 PM PST**.

Spectrum understands.



All Respondents are required to provide the following information. Failure to provide the following information can result in the Respondent's proposal being deemed non-responsive and removed from consideration by the Owner.

1. **Itemized Bid Price Sheet** — All proposed prices provided by the Respondent will be itemized, per the requirements of the E-Rate program. Respondents will provide itemized cost for a minimum of the following: eligible services/equipment, ineligible services/equipment, one-time costs breakdown, installation costs, any fixed costs, E-Rate eligible itemized tax and surcharges descriptions breakdown with cost, and utilization costs (such as cost per increment). Respondent will include in their bid response all monthly unit pricing for each component of this system and an annual estimate of the California Teleconnect Fund discount.

Please see Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering. MRCs and OTCs are exclusive of taxes, surcharges, and/or fees. To the extent estimates are provided, Customer acknowledges that Spectrum cannot estimate all possible taxes, surcharges and fees, as taxability and regulatory classifications vary by customer and service location and may change. For information regarding possible taxes, fees and surcharges, please review Section 7(b) (Taxes, Surcharges and Fees) of Spectrum's Commercial Terms of Service. Service Charges will be invoiced as set forth in Spectrum's Service Agreement.

Spectrum's proposal is based on the information provided herein and is accurate to the best of its knowledge. If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order.. Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entities when authorized by Customer to allow connection of a Service Location to the Network.

CALIFORNIA TELECONNECT FUND (CTF) CONTINGENCY

If state funding for the California Teleconnect Fund ("CTF") is exhausted, or if Customer fails to qualify for CTF discounts, Customer will be back-billed for CTF discounts advanced by Spectrum. Furthermore, if Customer fails to receive E-rate discounts from the Universal Service Administrative Company ("USAC"), Customer will be back-billed for all such discounts advanced by Spectrum. Customer is required to comply with all federal E-rate and CTF rules. Spectrum reserves the right to suspend both CTF and E-rate discounts to Customer in the event that Customer (i) fails to abide by all federal E-rate and CTF rules, or (ii) withdraws its request for E-rate and/or CTF funding.

2. **Service Agreement** —Along with the Respondent's proposal, it is **REQUIRED** that the Respondent include a copy of their multi-year service agreement, when applicable. Upon review of all proposals, the Owner will sign, date, and return the successful Respondents agreement.



Spectrum has included a sample Service Agreement and applicable SLAs for review and upon award, will work with the Customer to execute the final Service Agreement between the parties.

- 3. Respondent Information** — Respondent will provide in their proposal package documentation that details the following: firm name, business address, phone and fax numbers and a brief overview of the Respondent's organization, a brief history of the firm, a primary contact person to support the contract(s), and the Respondents SPIN. Respondents' information shall not exceed 3 pages in length.

Please, review Spectrum's Executive Summary section.

Please review the table below for Charter Communications Operating, LLC Service Provider Identification Number:

SPIN ▲	Service Provider Name	Doing Business As	Status	Contact Name	Email	Phone	Spac Filed (FCC Form 473)
143050436	Charter Communications Operating, LLC	Charter Communications Operating, LLC	Active	David Ventimiglia	DL-CHTR498@charter.com	314-394-9850	2017,2018,2019,2020,2021

- 4. General Acknowledgement** — Respondents shall provide an executed copy of the provided form acknowledging the RFP requirements.

A signed copy of the General Acknowledgement form, as modified by Spectrum, has been included within this response. The terms of this RFP are subject to the Terms of Offer section of Spectrum's proposal.

- 5. List of References** — Respondent will include a minimum of three (3) client references. References will include Contact Name, Organization Name, and Contact telephone and email information. References must be from winning proposals within the last three calendar years.

Customer Proprietary Network Information (CPNI) considerations prohibit Spectrum from publicly disclosing customer specific service information.

Please refer to the References section of this RFP Documentation.

- 6. Respondent Qualifications** — Respondent will provide in their proposal package sufficient documentation that demonstrates the Respondent's ability to provide the services as required in this RFP.

Spectrum understands.

- 7. Implementation Plan** — Respondent will provide an implementation plan, if applicable, that details: the process for Respondent, system cut-over (including a schedule), and contact information for the Service and/or Installation Managers that will be responsible for this project. Provide any specific or required dialing codes that would be necessary for your solution.

Spectrum operates with a team concept. We ensure work is crosschecked and resources are available to provide backup support, as needed, and that are knowledgeable in the processes and procedures used in this project.



Once you select Spectrum as your communication provider, our team of technical, engineering, construction, and service delivery professionals dedicated to the School will implement your service.

Our Project Management Organization (PMO) is organized together with our Order Operations functions. This arrangement provides for an enhanced experience from the time we receive your order, to order entry, implementation, and the start of billing. The Government-Education PMO is part of a Strategic PMO that also includes Order Operations functions. Our Government-Education PMO Director leads us with over 30 years of varied telecommunications experience including project and program management. She has surrounded herself with a management team that is strong in not only project management but also technical knowledge in telecommunications.

In the event the incumbent does not respond with a quote, the Owner will use the incumbent service providers current pricing as their proposal.

Please review Spectrum's Service Proposal to view pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

Contract Requirements

The owner intends to use the Respondents supplied Service Agreement to formalize any contractual relationship that results from this RFP. However, the following provisions **must** be specifically included in the Respondents supplied agreement for the Respondent's proposal to be considered responsive. Failure to include any of these provisions shall result in the Respondent's proposal being determined Non-Responsive, and no further evaluation of the proposal will be considered.

Spectrum's bid is based upon services being delivered under the terms of the Spectrum Enterprise Service Agreement which incorporates the Spectrum Enterprise Commercial Terms of Service (available at <https://enterprise.spectrum.com/legal/se-terms-and-conditions.html> or any successor URL), plus any related attachments, Service Level Agreements and applicable Service Order(s). Please refer to the Terms of Offer section of Spectrum's proposal for additional information.

Terms and Conditions

Proposal contracts shall be based on a three (3) year term with two (2) one (1) year extensions. The initial three (3) year term shall start July 1, 2022 and end June 30, 2025. The Owner reserves the option to extend this contract for a period of two (2) one (1) year extensions through June 30, 2027, not to exceed a total of five (5) contract years. An extension option must be mutually acceptable to both parties. Any request for an acceptance of an extension shall be in written form and shall include any requests and justifications for adjustment in compensation. If Respondents can provide lower rates by extending the length of the contract, please provide this option as part of the response.

Please see Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

So long as customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum will endeavor to meet the customer's desired installation date. However, due to time constraints which are required for construction, designs, permits and various other factors, Spectrum will only commit to an estimated timeframe for delivery of Service.



The “Initial Order Term” is the time period starting on the date the Services are functional in all material respects and available for use (the “Billing Start Date”), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date.

After the expiration of the Initial Order Term of the Service Order for Services reflected in Spectrum’s proposal, and upon written request from Customer, Spectrum agrees to extend such Service Order for up to two (2) consecutive twelve (12) month renewal periods at the same monthly recurring charge applicable during the Initial Order Term. If Customer does not exercise such renewal options, and neither party has terminated the Service Order in accordance with the terms of the Service Agreement between the Parties, then at the end of the then current Order Term, the Service Order shall automatically renew on a month-to-month basis. The foregoing Service Order extension option is subject to more specific terms to be reflected in the applicable Service Order.

Service “Growth Clause”

Growth Services may or may not be requested by the Owner during the contract term. The “Growth Clause” shall not require a change in contract terms. The “Growth Clause” shall include a price for all existing service types plus any additional services of the same type/speeds/bandwidths of 2Gbps, 5Gbps, and 10Gbps

Please review Spectrum’s Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

Change Requests. Any charges associated with Service and Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer’s failure to accept such additional charges within 5 business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer’s next and/or subsequent invoice(s).

Customer shall have the option to add Services and increase speed and bandwidth during the Order Term of the Service Order. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and, provided that Spectrum is able and willing to provide the requested change in Services, Customer shall be responsible for the corresponding increase in Monthly Recurring Charges for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous if the parties agree upon appropriate Monthly Recurring Charges and any non-recurring charges to correspond with the decreased initial term for such additional Services. Spectrum agrees to include terms within individual Service Orders that set forth the specific upgrade options available to the Customer during the Order Term.

Bid Evaluation

The Owner will evaluate and select the winning proposal based on the following criteria.



1. **Price (30%)** — The price of eligible goods and services will be the highest weighted factor. The Owner will evaluate price based ONLY on the eligible monthly and eligible "one-time" costs. E-Rate ineligible items must be provided on a separate rate sheet that will not be a part of this evaluation.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering. Monthly Recurring Charges (MRCs) and Non-Recurring Charges (NRCs) are exclusive of applicable taxes, surcharges and fees.

Spectrum complies with all applicable USAC rules and regulations.

2. **Experience (25%)** — The Owner will evaluate prospective Respondent's experience based on, but not limited to, the Respondents ability to successfully provide the requested service(s), and prior history with the Owner. This may generate positive or negative as a result. A neutral finding will provide all Respondents the same score.

Spectrum understands.

3. **Accuracy of Response (20%)** — The Owner will evaluate the prospective Respondents proposal response for, but not limited to, completeness of proposal package, Service Agreement, amendments and/or exceptions to the requested service(s).

Spectrum understands

4. **Qualifications (15%)** — The Owner will evaluate the prospective Respondents qualifications based on, but not limited to, technical expertise and service coverage and the number of projects successfully completed by the Respondent providing the same type and scope of the requested services. This score will be affected by the Respondents ability to provide CTF discounts.

Spectrum understands.

5. **Service Level Agreement (10%)** — The Respondent will include a signed and dated copy of their multiyear Service Agreement (contract and service level agreement) with the proposal. Upon review and evaluation of all proposals, the Owner will sign, date, and return the successful Respondents agreement(s).

Spectrum has included a copy of the Spectrum Enterprise Service Agreement and applicable SLAs for the School's review. Upon award, Spectrum will work with the Customer to execute the final Service Agreement between the parties.

Protests

In order to be considered, written protests containing the proposal number must be submitted in accordance with the Owner's Board of Education Policy for protests. Protests must be made on the following grounds to be considered:

1. Owner failed to follow the selection procedures and adhere to the requirements specified in this RFP or any amendments hereto, or
2. A Conflict of Interest
3. State and/or Federal law has been violated.

Spectrum understands.

Respondent Selection/Contract Award



The Owner reserves the right to make the award to the Respondent who submits the proposal which meets the requirements, set forth herein and best meets the needs of the Owner after taking into consideration all of the aforementioned factors. The Owner also reserves the right to select portions of a proposal, or to reject any and all proposals.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

Failure to Provide Service

If the selected vendor is unable to provide the service for which they are contracted to provide, the awarded service provider agrees to financial compensation to the Owner to move to the next qualified Respondent. Financial compensation will be equal to, but not more than the difference in cost between the awarded service provider and the next most qualified provider.

Spectrum does not agree to provide Customer with financial compensation to move to the next qualified bidder. Default of the Service Agreement and applicable remedies available to the Customer are defined and provided in accordance with the Spectrum Enterprise Service Agreement and Service Level Agreement, if applicable.

Right to Reject Any and All Proposals

The governing Board of the Owner reserves the right to accept or reject any or all proposals in whole or in part or waive any irregularities in any proposal received. The Owner shall be the sole judge of the competency and responsibility of the Respondent. The submission of a proposal by a Respondent is acknowledgement of this right.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.



GENERAL ACKNOWLEDGEMENT FORM

Project #: 794-22A.5c
Owner: El Camino Real Charter High School

The following documents shall be submitted with the proposal:

1. Itemized Bid Price Sheet
2. Service Agreement
3. Respondent Information
4. General Acknowledgement
5. List of References
6. Respondent Qualifications
7. Implementation Plan (if applicable)

Pursuant to and in compliance with the published RFP and related documents, the undersigned Respondent, having familiarized himself/herself with the terms of the RFP*, the conditions affecting the performance of the RFP, the cost of the work at the place where the work is to be done, and other Documents, proposes and agrees to perform, within the time stipulated, including all of its required services, and everything required to be performed, and to provide and furnish any and all of the professional services, applicable taxes, utility, and transportation services necessary to perform the requested contract and complete in a workmanlike manner all of the work required in connection with the RFP Documents, including Addendum No.'s _____ . Copies of Addenda are obtainable at the office of the owners' representative (Infinity Communications).

The Respondent agrees that at the time of request, he/she will provide a signed copy of the Respondent's Service Agreement within (48) forty-eight hours.

Spectrum will promptly work with the Customer to execute the final definitive agreement, to be negotiated between the parties.

The Respondent agrees that pricing provided within proposal and/or contract are true and correct. The responding service provider is required to provide the lowest corresponding price for equipment and/or services as has been provided to other customers in the area. In the event of an audit and a rule violation pertaining to Lowest Corresponding Price regarding a service provider not providing the lowest corresponding price, any funds that are requested to be returned to compensate the difference or any rule violation will be the responsibility of the service provider that has failed to provide LCP.

Spectrum's proposal is based on the information provided in this RFP and is accurate to the best of its knowledge. Spectrum complies with LCP rules. If during the course

* Spectrum's proposal shall not be considered an acceptance of any offer by El Camino Real Charter High School or otherwise create a binding contract between El Camino Real Charter High School and Spectrum. The exceptions specifically noted herein shall apply to all provisions of the RFP to which they reasonably relate, regardless of whether an exception is noted for a particular provision. Spectrum's bid is based upon terms of its Spectrum Enterprise Service Agreement, attached hereto, which is incorporated into this response by reference and made a part thereof. Spectrum's proposal is submitted with the express understanding that the specific, comprehensive terms under which Spectrum and El Camino Real Charter High School may enter into a binding contract under which Spectrum provides services to El Camino Real Charter High School are understood to be subject to negotiation between the parties hereafter, with the Service Agreement and its related attachments, Service Level Agreements, and applicable Service Orders forming the basis of the contract. The Agreement shall govern the contractual relationship between the parties and Spectrum's provision of the Services; and supersede and entirely replace any terms and conditions set forth in the RFP.



of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entitles when authorized by Customer to allow connection of a Service Location to the Network.

The Respondent understands that the withdrawal period for this RFP is (30) thirty days from the day of bid/proposal due date.

Spectrum understands.

The Respondent has carefully examined the RFP and related documents to the fullest that were prepared and furnished by the OWNER and acknowledges their sufficiency.

Spectrum's proposal shall not be considered an acceptance of any offer by El Camino Real Charter High School or otherwise create a binding contract between El Camino Real Charter High School and Spectrum. The exceptions specifically noted herein shall apply to all provisions of the RFP to which they reasonably relate, regardless of whether an exception is noted for a particular provision. Spectrum's bid is based upon terms of its Spectrum Enterprise Service Agreement, attached hereto, which is incorporated into this response by reference and made a part thereof. Spectrum's proposal is submitted with the express understanding that the specific, comprehensive terms under which Spectrum and El Camino Real Charter High School may enter into a binding contract under which Spectrum provides services to Julian Charter School Consortium are understood to be subject to negotiation between the parties hereafter, with the Service Agreement and its related attachments, Service Level Agreements, and applicable Service Orders forming the basis of the contract. The Agreement shall govern the contractual relationship between the parties and Spectrum's provision of the Services; and supersede and entirely replace any terms and conditions set forth in the RFP.

It is understood and agreed that the work under the contract shall be commenced by the Respondent, if awarded the contract, on the date to be stated in the OWNER'S notification and that the scope of work for this bid as stated above shall be completed as noted in the RFP.

NAME OF RESPONDENT: Charter Communications Operating, LLC

ALL PARTNERS OR LEGAL NAME OF CORPORATION _____

(TYPE OR PRINT)

AUTHORIZED CONTACT: Lynne Bell

BUSINESS ADDRESS: 12405 Powerscourt Dr., St. Louis, MO 63131

TELEPHONE: (562) 677-0686

EMAIL: Brett.Lindley@charter.com

BY: _____

VP, Spectrum Enterprise Sales

(SIGNATURE IN INK)

(TYPE OR PRINT NAME OF TITLE AND SIGNATURE)

SERVICE PROVIDER IDENTIFICATION NUMBER: 143050436

DATE: February 2, 2022



Appendix A: Special Construction Cost Breakdown

Owner: El Camino Real Charter High School
 Project #: 794-22A.5c

Respondent is required to provide the breakdown shown below for all proposals containing special construction. If additional lines are required, submit additional pages as required.

Location	Strand Count	Segment Mileage	Total Cost	Segment	Eligible Cost	Ineligible Cost
Total project mileage and costs						

When special construction is required, the following information must also be provided with the proposal. Failure to include the required documents will result in a determination of Non-Responsive for the Respondent.

1. Special Construction Cost Breakdown Sheet
2. Route map of all build segments in KMZ or KML format.
3. Explanation of alternative routes that were explored and why the chosen route is the most cost effective.
4. Explanation of special materials and procedures required that may have increased construction costs, such as.
 - a. Historical preservation or environmental issues
 - b. Bridge, waterway, railway, or highway crossings
 - c. Galvanized conduit
 - d. Directional boring through hard rock or under a paved surface
 - e. An excessive number of handholes, marker posts, or other OSP materials
 - f. Expensive pole attachment fees or make ready costs.

Upon award, Spectrum will provide any information required by USAC related to E-Rate funding for the Services to be provided and assist with the applicable paperwork.



REFERENCES

Spectrum references are provided subject to obtaining the prior applicable consents from relevant references. Customer Proprietary Network Information (CPNI) considerations prohibit Spectrum from publicly disclosing customer specific service information.

San Bernardino County Superintendent of Schools

Contact: Jonas Lundgren

Telephone number: 909-386-2452

Email: Jonas.Lundgren@sbcss.net

Address: 601 North E Street, San Bernardino, CA 92415-0020

Long Beach Unified School District

Contact: Matt Wood

Telephone number: 562-997-8605

Email: mwood@lbschool.net

Address: 1515 Hughes Way, Long Beach CA

Los Angeles County Office of Education

Contact: Antonio Ocampo

Telephone number: 562-922-8989

Address: 9393 Imperial Highway, Downey, CA

Email: ocampo_antonio@lacoedu



SPECTRUM ENTERPRISE SERVICE AGREEMENT

The customer identified below (“Customer”) hereby acknowledges and agrees to the Commercial Terms of Service attached hereto (“Terms of Service”) with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a “Service Order”), which together with this agreement constitute the “Service Agreement” by and between the Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the services hereunder (“Spectrum”).

Spectrum Sales Support Contact Information	
Spectrum Account Executive:	
Office:	Mobile:
Email:	

Customer Information				
Customer Name (Exact Legal Name):				
Street Address:	Suite:	City:	State:	Zip:
Customer’s Main Tel. No.:		Fax. No.:		
Customer Contact Name:	E-mail:		Tel No:	
Billing Address:	Suite:	City:	State:	Zip:
Billing Contact Name:	E-mail:		Tel No:	

Agreement

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY AND TO BRING CLAIMS AS CLASS ACTIONS.

Authorized Signature for Customer	Charter Communications Operating, LLC By: Charter Communications, Inc., its Manager
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

COMMERCIAL TERMS OF SERVICE

These Terms of Service include all Attachments hereto ("Attachment(s)"), and all other documents identified hereunder, each of which are incorporated herein by reference. The Attachments further describe Spectrum's services (each a "Service" or collectively the "Services") and set forth additional terms and conditions for the applicable Service. Spectrum and Customer may each be referred to as a "Party" or collectively as the "Parties." Unless specifically set forth in any Attachment, capitalized terms shall have the meanings set forth in this Service Agreement.

GENERAL

1. SERVICE AGREEMENT TERM. The Service Agreement shall be effective upon the earlier to occur of (a) the latest date of the signatures of the Parties; or (b) Spectrum's commencement of performance (the "Effective Date"). The Service Agreement shall remain in effect until the expiration or proper termination of the final existing Service Order entered into under this Service Agreement (the "Term").

2. SERVICES. Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. All submitted Service Orders are subject to approval and acceptance by Spectrum. Upon Spectrum's acceptance of a Service Order, as indicated either by: (a) Spectrum's written acceptance, (b) by Spectrum's delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order ("Service Location(s)").

3. ORDER TERM. The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date. Upon expiration of the Initial Order Term, the applicable Service Order shall automatically renew for successive one-month terms (each a "Renewal Order Term", collectively with the Initial Order Term, the "Order Term"), unless either Spectrum or Customer elects to not renew the Service Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term.

4. AVAILABILITY OF FACILITIES. Customer understands that certain Services, or certain features, may not be available in all Spectrum service areas, may change from time to time and Spectrum may decline to provide any requested Services. Spectrum's ability to provide Services depends upon its ability to secure and retain, without additional expense, suitable facilities, third party connections, and rights to construct and maintain necessary facilities such as pole attachments and conduits to serve the Service Location. If Spectrum is unable to secure and retain such items in accordance with the foregoing, Spectrum may decline to accept or cancel a Service Order upon notice to Customer in accordance with Section 5(f). Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entities when authorized by Customer to allow connection of a Service Location to the Network.

5. SERVICE LOCATION ACCESS AND INSTALLATION.

(a) Access. Spectrum requires reasonable access to each Service Location at any time throughout the Term as necessary for Spectrum to provide the Services and to review, install, inspect, maintain, repair, or remove any Spectrum-provided cabling, modems, related splitters, routers or other equipment ("Spectrum Equipment") used to provide the Services. If Customer owns or controls the Service Location(s), Customer hereby grants Spectrum permission to enter the Service Location(s) in order for Spectrum to fulfill its obligations and exercise its rights under the Service Agreement. If a Service Location is not owned or controlled by Customer, Customer will obtain, with Spectrum's reasonable assistance, appropriate right of access. If such right of access for Spectrum is not obtained by either Party, then Spectrum may decline Customer's request for Services, or terminate or amend the affected Service Order with respect to the Service Location that Spectrum cannot access, without any liability to Customer.

(b) Installation Review. Spectrum may perform, either before or after acceptance of a Service Order, an installation review (including a review of Customer's inside wiring) of each proposed Service Location prior to installation of the Services to determine the serviceability of such network location and/or the need to extend Spectrum's facilities, fiber optic cable, electronics, or other equipment (collectively, the "Network") to provide the Services at the Service Location. If during the installation review, review of available facilities and access, site preparation, or installation activities described herein, Spectrum determines that additional work is required to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges (as defined below) in excess of the amounts previously specified in a quote or Service Order. Upon request, Customer shall provide Spectrum with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps.

(c) Site Preparation. Customer shall be responsible for necessary preparations at the Service Location(s) for delivery and installation of Spectrum Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture, and furnishings as necessary to access the Spectrum Equipment or Services. In addition,

Customer shall provide Spectrum with floor space, rack space, other space, inside wiring, and clean power all as is reasonably necessary for the installation, operation, and delivery of Spectrum Equipment and Services at the Service Location(s). Customer shall not charge Spectrum, and shall ensure that Spectrum does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power, inside wiring, or access as described herein, or otherwise in connection with Customer's performance of its obligations pursuant to this section; and any such fees or expenses charged by any other end user accessing or using the Services ("End User") shall be borne solely by Customer. Any failure or refusal by Customer to be ready to receive Services does not release Customer from its obligation to pay Service Charges for any Services that would otherwise be available for Customer's use.

(d) Installation. Spectrum will schedule one or more installation visits with Customer. At the Customer's request, Spectrum may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional Service Charges based on Spectrum's actual incurred labor, material or other costs for such non-routine installation or maintenance. Customer's authorized representative must be present during installation.

If Spectrum is unable to install the Service as a result of (i) Customer's (or any End User's) failure to deliver any required materials, support or information to Spectrum; (ii) Customer's (or any End User's) failure to provide access to a Service Location; or (iii) Spectrum's inability to obtain access to equipment at the Service Location as necessary for installation of the Service, or (iv) Customer's Equipment (as defined herein) being inadequate to interconnect with the Services, then Customer shall pay Spectrum a Service Charge at Spectrum's then prevailing rates for any installation trip made by Spectrum and an additional Service Charge for each subsequent trip necessary to perform the Service installation. In addition, if Spectrum's installation of the Service is delayed as a result of Customer's actions or inactions as set forth above or if Customer is otherwise refusing or not ready to receive Services, then Spectrum will notify Customer that Spectrum is ready to finalize installation of the Services (the "Ready Notice") and may begin invoicing Service Charges as set forth in Section 7 upon the earlier of the Billing Start Date or sixty (60) days after the date of the Ready Notice.

Customer shall perform interconnection of the Services and Spectrum Equipment with any Customer- provided or End User equipment (collectively, "Customer Equipment"), unless otherwise set forth in an Attachment or agreed in writing between the Parties, and shall conform its Customer Equipment and software, and ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by Spectrum.

(e) Spectrum shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation and for those damages directly caused by Spectrum's faulty workmanship or installation of the Service, provided that the boring of holes or insertion of fasteners through the surface of walls for attachment of peripheral equipment will not be deemed damages but rather part of normal workmanship. If the installation and maintenance of Services at the Service Locations is or becomes, in Spectrum's sole opinion, hazardous or dangerous to Spectrum's employees or Network, the public, or property, including without limitation due to the presence of asbestos or other hazardous materials, Spectrum may refuse to install and maintain such Service or stop providing Services until such time as the condition is remedied or an alternative Service Location is designated that is not hazardous or dangerous. Customer shall bear any additional costs incurred by Spectrum arising from any such hazardous or dangerous conditions.

(f) Service Order Revisions and Cancellations. If, either before or after a Service Order is executed, or during the course of this Service Agreement, Spectrum determines that: (i) there is a lack of available service as detailed in Section 4, or the criteria outlined in Section 5 are not met; (ii) additional work is necessary to enable Spectrum to deliver the Services to the Service Location; (iii) access, transmission medium, equipment, adequate transmission capacity, services from or interconnection with the services or facilities of other providers, would require an additional cost or are unavailable; (iv) Customer's inside wiring is causing signal leakage which violates the Federal Communications Commission's guidelines; or (v) there is any other cause beyond Spectrum's control that causes an adverse effect on Spectrum's ability to provide the Service, then Spectrum may, at Spectrum's sole discretion, either decline to accept or cancel a Service Order. Alternatively, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Spectrum notifies Customer that additional Service Charges will apply and if Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to cancel the applicable Service Order or, if no Service Order has been executed, Spectrum has the right to decline to accept a pending Service Order.

6. EQUIPMENT.

(a) Equipment Responsibilities and Safeguards. Spectrum shall use commercially reasonable efforts to maintain and secure the Spectrum Equipment used by Spectrum to provide Services to Customer. Except as otherwise provided in this Service Agreement or any Service Order(s), Customer shall be responsible for the maintenance or repair of any cable, electronics, structures, equipment, or materials owned or provided by Customer. Customer shall not, and shall not cause any third party to, move, modify, disturb, alter, remove, relocate to another Service Location, install software on the Spectrum Equipment not provided by Spectrum, or otherwise tamper with any portion of the Spectrum Equipment without the prior consent of Spectrum. Customer shall be responsible for loss or damage to the Spectrum Equipment while at Customer's or an End User's facilities. Customer shall also ensure that all Spectrum Equipment at Customer's and End Users' Service Location(s) remains free and clear of all liens and encumbrances.

(b) Customer Security Responsibilities. Customer shall be responsible for all access to and use of the Service, including whether or not Customer has knowledge of or authorizes such access or use. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service Location, Service, and Spectrum Equipment. Customer shall secure and maintain any and all Customer Equipment, including, but not limited to, Private Branch Exchanges (including other non-Spectrum switches, collectively, "PBXs"), where applicable, and any applications accessible through use of Customer Equipment, and shall be solely responsible for any conduct through and any charges incurred on Customer's Service account, regardless of whether such activity or charges are authorized by Customer management or involve fraudulent activity until such time as Customer informs Spectrum of any fraudulent or unauthorized access. Without limiting Customer's responsibilities, Spectrum has the right to implement reasonable measures to track, manage, and secure the connection between any Customer Equipment or applications used by Customer, End Users, or any third party who accesses the Customer Equipment and the Spectrum Network, including without limitation authentication or other security access procedures. Spectrum may suspend any affected Services if Spectrum discovers or becomes aware of any breach or compromise of the security of any Customer Equipment, Service, Service Location, Spectrum Equipment, or connection to the Spectrum Network.

(c) Equipment Return, Retrieval, Repair, and Replacement. Upon termination or expiration of this Service Agreement or Service Order(s) ("Termination"): Customer shall immediately cease all use of and promptly return, if applicable, to Spectrum any software or software services provided by Spectrum ("Software"). Additionally at the discretion and direction of Spectrum: (x) Customer shall return the Spectrum Equipment to Spectrum; (y) Customer shall allow Spectrum to retrieve the Spectrum Equipment, which Spectrum Equipment must be in the condition in which the Spectrum Equipment was originally received by Customer, subject to ordinary wear and tear; or (z) Spectrum may choose not to recover all or certain portions of the Spectrum Equipment at the Customer's Location

If, upon Spectrum's request, Customer fails to return the Spectrum Equipment, or does not allow Spectrum to retrieve the Spectrum Equipment within fifteen (15) days after Services are terminated, Spectrum may, at its discretion charge Customer an amount equal to: (i) Spectrum's then-applicable unreturned equipment charge, or the retail cost of replacement of the unreturned Spectrum Equipment; plus (ii) any and all costs and expenses associated with Spectrum's unsuccessful attempts to retrieve the Spectrum Equipment. If applicable, Customer shall pay for the repair or replacement of any damaged Spectrum Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material or workmanship defects, together with any costs incurred by Spectrum in obtaining or attempting to regain possession of the Spectrum Equipment. The proper disposition of any Spectrum Equipment that is not returned to, or recovered by, Spectrum will be the sole responsibility of Customer, and must be in accordance with applicable laws. The foregoing Customer obligations will survive the termination of Service.

7. **STANDARD PAYMENT TERMS.** Customer shall pay recurring and non-recurring charges, taxes, and fees for the Services in the amount specified on the Service Order and other applicable charges as described in this Service Agreement (collectively, "Service Charges").

(a) Charges. Spectrum invoices for monthly recurring charges specific to the Service(s) ("MRCs"), plus applicable taxes, fees, and surcharges, in advance on a monthly basis. Spectrum invoices for non-recurring, one-time charges ("OTCs") for construction or installation charges after the Billing Start Date or as specified in the Service Order. All other charges, including usage-based charges (e.g., phone usage, pay-per view charges), will be invoiced monthly in arrears. Service Charges are payable within thirty (30) days after the date appearing on the invoice. If Spectrum fails to present a Service Charge in a timely manner, such failure shall not constitute a waiver of the charges for the Services to which it relates, and Customer shall be responsible for and pay such Service Charges when invoiced in accordance with these payment terms. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer.

(b) Taxes, Surcharges, and Fees. Customer shall pay all applicable taxes, fees, or surcharges imposed on or in connection with the Services that are the subject of this Service Agreement, including but not limited to applicable federal, state, and local sales, use, excise, telecommunications, or other taxes, franchise fees, federal and state universal service fund fees, and other state or local governmental charges or regulatory fees, excluding income taxes measured on Spectrum's net income. If a Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of Customer's tax exemption certificate or other documentation supporting Customer's certification of its entitlement to such exempt status within fifteen (15) days of installation of applicable Services. If Customer supplies such documentation after that time, Spectrum will apply it to Customer's account on a prospective basis, allowing Spectrum at least thirty (30) days for processing. To the extent such documentation is held invalid for any reason, Customer agrees to pay or reimburse Spectrum for any tax or fee not collected or liability incurred, including without limitation related interest and penalties arising from Spectrum's reliance on such invalid certificate or documentation.

Customer hereby consents that Spectrum may disclose such written documentation, which may include a tax exemption form, to any governmental authority. Tax-exempt status shall not relieve Customer of its obligation to pay applicable franchise fees or other non-tax fees and surcharges since the application of such fees and surcharges may not be governed by the tax standing of Customer. Spectrum reserves the right, from time to time, to change the surcharges for Services under this Service Agreement to reflect incurred costs, charges, or obligations imposed on Spectrum to the extent permitted, required, or otherwise not prohibited under applicable law (e.g., universal service fund charges). Furthermore, Spectrum shall have the right to collect or recover from Customer the amount of any state or local fees or taxes arising as a result of this Service Agreement, which are imposed on Spectrum or its services, or otherwise assessed or calculated based on Spectrum's receipts from Customer that Spectrum is entitled under applicable law to pass through to or otherwise charge Customer for Customer's use or receipt of the Services. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice.

To the extent that a dispute arises under this Service Agreement as to which Party is liable for fees or taxes, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon Spectrum's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on Spectrum's net income. Customer acknowledges that currently, and from time to time, there is uncertainty about the taxability or regulatory classification of some of the Services Spectrum provides and, consequently, uncertainty about what fees, taxes and surcharges are due to or from Spectrum or from its customers. Customer agrees that Spectrum has the right to determine, in its sole discretion, what fees, taxes, and surcharges are due and to collect and remit them to the relevant governmental authorities, or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding Spectrum's collection or remittance of such fees, taxes, and surcharges.

(c) Change Requests. Any charges associated with Service and Spectrum Equipment or Customer Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within five (5) business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).

(d) Site Visits and Repairs. If Spectrum visits a Service Location to either inspect the Services or respond to a service request, and Spectrum reasonably determines that the cause of the service issue is not due to a problem arising from Spectrum's Network or Spectrum Equipment, but rather is due to Customer misuse, abuse, or modification of the Services, Customer Equipment or facilities, or due to similar acts by a third party not under Spectrum's control or direction, then Spectrum may invoice Customer at Spectrum's then-prevailing commercial rates for an on-site visit, plus any charges for Spectrum Equipment repair or replacement as a result of Customer or third party damage that may be necessary.

(e) Invoicing Disputes; Late and Collection Fees. Customer must provide notice to Spectrum of any disputed charges within sixty (60) days of the invoice date on which the disputed charges appear for Customer to receive any credit that may be due. Customer must have and present a reasonable basis for disputing any amount charged. Undisputed amounts not paid within thirty (30) days of the invoice date shall be past due and subject to a late fee up to the lesser of 1.5% of the MRC per month or the maximum amount permitted by law. If Services are suspended due to late payment, Spectrum may require that Customer pay all past due charges, a reconnect fee, and one or more MRCs in advance before reconnecting Services. Spectrum may charge a reasonable service fee for all returned checks and bankcard, credit card or other charge card charge-backs. Customer shall be responsible for all expenses, including reasonable attorney fees and collection costs, incurred by Spectrum in collecting any unpaid amounts due under this Service Agreement.

(f) Credit Verification. Spectrum shall have the right to verify Customer's credit standing at any time.

(g) Bundled Pricing. If Customer has selected a bundled offer, meaning a discounted MRC for receiving more than one Spectrum Service (“Bundle”), then the following conditions shall apply:

- i. In consideration for Customer’s purchase of all Services in the Bundle, and only with respect to that period of time during which Customer continues to purchase the specific Services in such Bundle and during which such Bundle is in effect, the correlating discount to the Services in such Bundle, ordered pursuant to the Spectrum program governing such Bundle, will be reflected in the MRC for the respective Services.
- ii. Upon Termination by Customer, for any reason other than a Spectrum Default, of any Service component of the applicable Bundle, the pricing for the remaining Service(s) shall revert to Spectrum’s unbundled pricing for such Service(s) in effect at the time of Termination. Termination liability applicable to the Services under this Service Agreement shall otherwise remain unchanged.

8. ADMINISTRATIVE WEB SITE. Spectrum may, at its sole option, make one or more administrative web sites, including without limitation www.spectrum.net, available to Customer in connection with Customer’s use of the Services (each an “Administrative Web Site”). Spectrum may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site and Customer must promptly change any Spectrum-provided user identifications and passwords to a secure, Customer-designated user identification and password. Customer shall be responsible for the confidentiality and use of such user identifications and passwords, whether provided by Spectrum or designated by Customer, and any equipment or devices used to access any Administrative Web Site, and shall immediately notify Spectrum if there has been an unauthorized release, use, or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site. Spectrum shall not be liable for any loss, cost, expense, or other liability arising out of any Customer use of the Administrative Web Site.

Spectrum may change or discontinue the Administrative Web Site, or Customer’s right to use the Administrative Web Site, at any time. Any additional terms and policies applicable to Customer’s use of the Administrative Web Site will be posted on the site.

9. SUPPORT. Spectrum shall provide contact information for inquiries and remote problem support for the Services. All such Customer support shall be provided only to Customer’s designated personnel or as mutually agreed upon by Spectrum and Customer. Customer is responsible for all communications and support for its End Users. Customer shall provide routine operational support for Spectrum Equipment located at a Service Location, including without limitation, by performing reboots as requested by Spectrum. Customer is responsible for the installation, repair, and use of Customer Equipment, including without limitation, Customer-supplied third-party hardware, or software for the use of Spectrum Service or third party services.

Spectrum does not support third-party hardware or software used in conjunction with third-party services or supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. Spectrum assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third-party software, or any Customer Equipment or Customer-supplied software with the Services. If such third-party equipment or software impairs the Services, Customer shall continue to pay all applicable Service Charges. If, at Customer’s request, Spectrum should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at Spectrum’s discretion and subject to Service Charges as set forth in Section 7(d).

10. CUSTOMER REPRESENTATIONS AND OBLIGATIONS

(a) Representations. Customer represents and warrants to Spectrum that: (i) Customer has the authority to execute, deliver and carry out the terms of this Service Agreement, and (ii) its End Users and any person who accesses any Services at the Service Location, will use the Service and Network for Customer’s internal business purposes and will comply with the terms of this Service Agreement.

(b) No Reselling. Customer shall not re-sell or re-distribute (whether for a fee or otherwise) access to the Service(s) or system capacity, or any part thereof, in any manner other than for Customer’s internal business without the express prior consent of Spectrum, including without limitation, any use to provide services for the benefit of, or on behalf of, any third party other than Customer or its End Users.

(c) No Illegal Purpose or Unauthorized Access. Customer shall not use or permit End Users or third parties to use the Service(s), including the Spectrum Equipment and Software, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material.

(d) No Interference. Customer shall not interfere with or cause technical difficulties for other customers’ use of equipment or Services or interfere with or disrupt the Spectrum Network, backbone, nodes, other Services, or third-party providers. Customer shall not install any equipment, including without limitation, any antenna or signal amplification system, at the Service Location that interferes with the Services.

(e) Applicable Laws. With respect to Customer's and End Users' use of the Service (including the transmission or use of any content via the Service), Customer shall comply, and shall ensure that its End Users comply, with all applicable laws and regulations in addition to the terms of this Service Agreement. Spectrum shall have the right to audit Customer's use of the Service remotely or otherwise, to ensure compliance with this Service Agreement.

(f) Acceptable Use. As between the Parties, Customer is solely responsible for (i) all use (whether or not authorized) of the Service by Customer, any End User or any unauthorized person or entity, which use shall be deemed Customer's use for purposes of this Service Agreement, (ii) all content that is viewed, stored or transmitted via the Service, as applicable, and (iii) all third-party charges incurred for merchandise and services accessed via the Service, if any. Customer shall not use, or allow the Services to be used, in any manner that would violate the applicable Spectrum Acceptable Use Policies or that would cause, or be likely to cause, Spectrum to qualify as a "Covered 911 Service Provider" as defined in 47 C.F.R. §9.19 or any successor provision of the rules of the Federal Communication Commission.

For avoidance of doubt, Customer and Spectrum agree that any failure to satisfy the covenants set forth in the preceding sentence shall constitute a material breach of the Service Agreement.

11. PERFORMANCE. Unless otherwise set forth in an Attachment or service level agreement, Spectrum will use commercially reasonable efforts to provide the Services to Customer twenty-four (24) hours per day, seven (7) days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Spectrum's reasonable control. Temporary service interruptions or outages for such reasons, as well as service interruptions or outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Spectrum to perform its obligations under this Service Agreement.

12. MONITORING, EQUIPMENT UPGRADES AND NETWORK MODIFICATIONS. Spectrum has the right, but not the obligation, to upgrade, modify, and enhance the Spectrum Network and the Service and take any action that Spectrum deems appropriate to protect or improve the Service and its facilities. Spectrum shall have the right, but not the obligation, to monitor, record, and maintain oral communications with Customer regarding Customer's account or Services for the purpose of service quality assurance, or as permitted under applicable law.

13. DEFAULT, SUSPENSION OF SERVICE, AND TERMINATION.

(a) Default. A Party shall be in default under this Service Agreement if it has failed to comply with the terms of this Service Agreement or any Service Orders, including without limitation the obligation to pay any amounts due, and such Party fails to correct each such noncompliance within thirty (30) days of receipt of notice from the non-defaulting Party describing in reasonable detail the default or noncompliance ("Default").

(b) Mutual Termination Rights. Either Party may terminate this Service Agreement or a Service Order if: (i) the other Party is in Default; or (ii) the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debts, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange.

(c) Termination for Convenience by Customer. Notwithstanding any other term or provision in this Service Agreement, Customer may terminate a Service Order, or this Service Agreement, at any time upon thirty (30) days prior notice to Spectrum, subject to payment of all outstanding amounts due, payment of any applicable Termination Charges (as defined below), and the return of any Spectrum Equipment.

(d) Spectrum's Right to Suspend. Spectrum shall have the right, at its option, without prior notice, and in addition to any other rights of Spectrum expressly set forth in this Service Agreement and any other remedies it may have under applicable law to suspend Services or any component thereof if Customer fails to comply with any applicable laws or regulations or this Service Agreement, or if Customer or its End Users' use of the Service is determined by Spectrum, in its sole discretion, to result in a material degradation of the Spectrum Network until Customer remedies any such noncompliance or degradation. Any suspension shall not affect Customer's on-going obligation to pay Spectrum any amounts due under this Service Agreement. If Spectrum suspends any Service, Spectrum may require the payment of reconnect or other charges before restarting the suspended Service.

(e) Termination Charges. Upon Termination, Customer must pay all Services Charges then due for Services provided through the effective date of Termination. In addition, if Termination is due to Customer Default or for Customer's convenience, Customer must pay Spectrum a termination charge (a "Termination Charge"), which the Parties recognize as liquidated damages and not as a penalty. This Termination Charge shall be equal to 100% of the unpaid balance of all Service Charges that would have been due throughout the applicable Order Term, including, without limitation, the outstanding balance of any and all unpaid OTCs. The foregoing terms will also apply to any partial Termination impacting one or more Service Orders, but not the entire Service Agreement.

(f) Survival. The provisions of sections 6(c), 7(b), 7(e), 13(e), 13(f), 14, 15, 18-22 and the Attachments shall survive the termination or expiration of the Service Agreement.

14. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.

(a) **DISCLAIMER OF WARRANTY.** CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND SPECTRUM EQUIPMENT, AND USES THE SAME AT ITS OWN RISK, AND FOR ACCESS TO AND SECURITY OF CUSTOMER'S EQUIPMENT AND CUSTOMER'S NETWORK. SPECTRUM EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE APPLICATIONS OR CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND SPECTRUM EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH APPLICATIONS OR CONTENT.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SERVICE AGREEMENT, THE SERVICE, SPECTRUM EQUIPMENT, AND ANY SPECTRUM MATERIALS ARE PROVIDED "AS IS, WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY SPECTRUM, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. SPECTRUM DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR WITHOUT LOSS OF CONTENT, DATA OR INFORMATION, OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE SERVICE AGREEMENT, SPECTRUM DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY SPECTRUM WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH, OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR ANY END USER'S EQUIPMENT OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER'S OR ANY END USER'S USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT SPECTRUM'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS SERVICE AGREEMENT, AND SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

(b) **LIMITATION OF LIABILITY.** WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS SERVICE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, ANY END USER, OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS SERVICE AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY, MISREPRESENTATION, OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY OF CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS SERVICE AGREEMENT. SPECTRUM'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE ORDER SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCS, PAID OR PAYABLE BY CUSTOMER TO SPECTRUM FOR THE APPLICABLE SERVICE ORDER IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR ANY OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES, OR SERVICES.

15. INDEMNIFICATION. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Spectrum, its affiliates, service providers, and suppliers, and their directors, employees, representatives, officers and agents (the "Indemnified Parties") against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Indemnified Parties, to the full extent that such arise from or relate to any one or more of the following:

- (a) Customer's misuse of the Service,
- (b) Customer's failure to comply with any applicable law, order, rule, regulation or ordinance or this Service Agreement,
- (c) Personal injury or tangible property damage caused by Customer's or its employees' or agents' negligence or willful misconduct.

Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim.

16. COMPLIANCE WITH LAWS. As between the Parties, Spectrum shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Spectrum's operation and provision of the Services as contemplated in the Service Agreement, and Customer shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated in the Service Agreement.

Unless specified otherwise in the Service Agreement, each Party shall give all notices, pay all fees and comply with all applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement. The Service Agreement is subject to all applicable federal, state, or local laws and regulations in effect in the relevant jurisdiction(s) in which Spectrum provides the Services. If any provision of the Service Agreement contravenes or is in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the Service Agreement. If the relevant law or regulation applies to some but not all of the Services being provided under the Service Agreement, then such law or regulation shall take priority over the relevant provision of the Service Agreement only for purposes of those Services to which the law or regulation applies. Except as explicitly stated in the Service Agreement, nothing contained in the Service Agreement shall constitute a waiver by Spectrum of any rights under applicable laws or regulations pertaining to the installation, construction, operation, maintenance, or removal of the Services, facilities or equipment.

17. REGULATORY CHANGES. In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of Spectrum's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by Spectrum in providing the Service, Customer acknowledges and agrees that Spectrum may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase. Spectrum shall use commercially reasonable efforts to notify Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the Service Charges payable by Customer under the Service Agreement for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without an obligation to pay Termination Charges, provided Customer notifies Spectrum at least thirty (30) days in advance of Customer's requested termination date. Further, in the event that Spectrum is required to file tariffs or rate schedules with a regulatory agency or otherwise publish or make generally available its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, then the terms set forth in the applicable tariff or rate schedule shall govern Spectrum's delivery of, and Customer's use or consumption of the Service. In addition, if Spectrum determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then Spectrum may terminate the Service Agreement and any affected Service Orders without liability, by giving Customer thirty (30) days prior notice or any such notice as is required by law or regulation applicable to such determination.

18. ARBITRATION. This Service Agreement requires the use of arbitration to resolve disputes and otherwise limits the remedies available to Customer in the event of a dispute. Subject to the "Exclusions" paragraph below, Spectrum and Customer agree to arbitrate disputes and claims arising out of or relating to this Service Agreement, the Services, the Spectrum Equipment, Network, or marketing of the Services. Notwithstanding the foregoing, either Party may bring an individual action on any matter or subject in small claims court. The arbitrator of any dispute or claim brought under or in connection with this Service Agreement shall not have the power to award injunctive relief, which may only be sought in an appropriate court of law. No claim subject to arbitration under this Service Agreement may be combined with a claim subject to resolution before a court of law. THIS SERVICE AGREEMENT MEMORIALIZES A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.

(a) A Party who intends to seek arbitration must first send to the other a written notice of intent to arbitrate, entitled "Notice of Intent to Arbitrate" ("Notice"). The Notice to Spectrum should be addressed to: VP and Associate General Counsel, Litigation, Charter Communications, 12405 Powerscourt Drive, St. Louis, MO 63131 ("Arbitration Notice Address"). The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. If the Parties do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, Customer or Spectrum may commence an arbitration proceeding, in which all issues are for the arbitrator to decide (including the scope of the arbitration clause), but the arbitrator shall be bound by the terms of this Service Agreement. The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Service Agreement, and the arbitration shall be administered by the AAA. The AAA Rules and fee information are available at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Arbitration Notice Address.

(b) EACH PARTY SHALL BEAR THE COST OF ANY ARBITRATION FILING FEES AND ARBITRATOR'S FEES THAT SUCH PARTY INCURS INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES OR EXPERT WITNESS COSTS UNLESS OTHERWISE REQUIRED UNDER APPLICABLE LAW. If the arbitrator's award exceeds \$75,000, either Party may appeal such award to a three-arbitrator panel administered by the AAA and selected according to the AAA Rules, by filing a written notice of appeal within thirty (30) days after the date of entry of the arbitration award. The appealing Party must provide the other Party with a copy of such appeal concurrently with its submission of the appeals notice to AAA. The three-arbitrator panel must issue its decision within one hundred twenty (120) days of the date of the appealing Party's notice of appeal.

The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which may exist under the Federal Arbitration Act. The Parties may agree that arbitration will be conducted solely on the basis of the documents submitted to the arbitrator, via a telephonic hearing, or by an in-person hearing as established by AAA rules. Unless Spectrum and Customer agree otherwise in writing, all hearings conducted as part of the arbitration shall take place in the Borough of Manhattan, City of New York.

(c) CUSTOMER AGREES THAT, BY ENTERING INTO THIS SERVICE AGREEMENT, CUSTOMER AND SPECTRUM ARE WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY. CUSTOMER AND SPECTRUM AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN CUSTOMER'S INDIVIDUAL CAPACITY AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING. Furthermore, unless both Customer and Spectrum agree otherwise in writing, the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of representative or class proceeding.

(d) Severability. If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT SOME OR ALL OF THESE ARBITRATION PROVISIONS IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THESE ARBITRATION PROVISIONS, BOTH PARTIES AGREE TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY. For purposes of the foregoing sentence only, in the event such waiver is found to be unenforceable, it shall be severed from this Service Agreement, rendered null and void and of no further effect without affecting the rest of the arbitration provisions set forth herein.

(e) EXCLUSIONS. CUSTOMER AND SPECTRUM AGREE THAT THE FOLLOWING CLAIMS OR DISPUTES SHALL NOT BE SUBJECT TO ARBITRATION:

- i. ANY INDIVIDUAL ACTION BROUGHT BY CUSTOMER OR BY SPECTRUM ON ANY MATTER OR SUBJECT THAT IS WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS.
- ii. ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.
- iii. ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE.

19. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

(a) Spectrum's Proprietary Rights. All materials including, but not limited to, any Spectrum Equipment (including related firmware), software, data and information provided by Spectrum, any identifiers or passwords used to access the Service or otherwise provided by Spectrum, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by Spectrum to provide the Service (collectively "Spectrum Materials") shall remain the sole and exclusive property of Spectrum or its suppliers and shall not become a fixture to the Service Location. Customer shall acquire no title to, interest or right (including intellectual property rights) in the Spectrum Materials by virtue of the payments provided for herein other than the limited, non-exclusive, and non-transferable license to use the Spectrum Materials solely for Customer's use of the Service. Customer may not disassemble, decompile, reverse engineer, reproduce, modify, or distribute the Spectrum Materials, in whole or in part, or use them for the benefit of any third party. Customer shall not cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Services. All rights in the Spectrum Materials not expressly granted to Customer herein are reserved to Spectrum or its suppliers. Customer shall not open, alter, misuse, tamper with, or remove the Spectrum Equipment or Spectrum Materials as and where installed by Spectrum, and shall not remove any markings or labels from the Spectrum Equipment or Spectrum Materials indicating Spectrum (or its suppliers) ownership or serial numbers.

(b) Confidentiality. Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the Spectrum Materials and any other information and materials provided by Spectrum in connection with this Service Agreement, including but not limited to the contents of this Service Agreement and any Service Orders. Customer may not issue a press release, public announcement or other public statements regarding the Service Agreement without Spectrum's prior consent.

(c) Software. If Software is provided to Customer hereunder, Spectrum grants Customer a limited, non-exclusive, and non-transferable license to use such Software, in object code form only, for the sole and limited purpose of using the Services for Customer's internal business purposes during the Term. Customer shall not copy, reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any Software. Upon termination of a Service Order, the license to use any Software provided by Spectrum to Customer in connection with the Services provided under the Service Order shall terminate and Customer shall destroy any copies of the Software provided to Customer.

20. PRIVACY. Spectrum also maintains a Privacy Policy with respect to the Services in order to protect the privacy of its customers. The Privacy Policy may be found on Spectrum's website at <https://enterprise.spectrum.com/>. The Privacy Policy may be updated or modified from time-to-time by Spectrum, with or without notice to Customer. Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act, the Federal Cable Communications Act, the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in an Attachment, the Privacy Policy, and, if applicable, in Spectrum's tariff, which are incorporated into, and made a part of, this Service Agreement by this reference. In addition to the foregoing, Customer hereby acknowledges and agrees that Spectrum may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers or any similar agency, or in accordance with the Privacy Policy or, if applicable, tariff(s). In addition, Spectrum shall have the right (except where prohibited by law), but not the obligation, to disclose any information to protect its rights, property or operations, or where circumstances suggest that individual or public safety is in peril.

21. NOTICES.

(a) Except for notice to terminate the Service Agreement or to disconnect any Services as set forth in Section 21(b) below, all other notices to be given under this Service Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses

If to Spectrum:
 Charter Communications Operating, LLC
 ATTN: Commercial Contracts Management
 Corporate - Legal Operations
 12405 Powerscourt Drive
 St. Louis, MO 63131

Notices to Customer shall be sent to the Customer billing address or as set forth in the Service Agreement. Each Party may change its respective address(es) for legal notice by providing notice to the other Party. Upon Spectrum's request, Customer will also provide Spectrum with a current email address that Customer regularly checks so that Spectrum may provide copies of notices and other communications to Customer by email.

(b) Disconnect Notice. Customer may disconnect a Service or all Services under the Services Agreement by following the instructions available at this link: <https://enterprise.spectrum.com/support/faq/account/how-to-cancel-service.html> (such instructions in the link may be updated from time to time).

22. MISCELLANEOUS.

(a) Entire Agreement. This Service Agreement, including without limitation all Attachments, incorporated documents and any executed Service Orders constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof. This Service Agreement supersedes all prior understandings, promises, and undertakings, if any, made orally or in writing by or on behalf of the Parties with respect to the subject matter of this Service Agreement, including without limitation any prior confidentiality or non-disclosure agreement between the Parties regarding the purchase and sale of Spectrum Services. Spectrum may change or modify the Terms of Service at any time by posting revised Terms of Service to the Spectrum website at <https://enterprise.spectrum.com/> or such other URL as Spectrum may specify from time to time (the "Spectrum Website"). The revisions to the Terms of Service are effective upon posting to the Spectrum Website. Customer may receive notice of any revisions to the Terms of Service by email or in the next applicable invoice. Customer shall have thirty (30) calendar days from the date of the notice to provide Spectrum with written notice that the revisions to the Terms of Service materially and adversely affect Customer's use of the Services. If after notice Spectrum is able to verify such material adverse effect, but is unable to reasonably mitigate the impact on such Services, then Customer may terminate the impacted Services and Service Order(s) without further obligation to Spectrum beyond the termination date, including Termination Charges, if any, as its sole and exclusive remedy.

Customer should also consult Spectrum's website <https://enterprise.spectrum.com/> to be sure Customer is aware of Spectrum's Acceptable Use Policies, Network Management Practices, applicable tariffs online product descriptions, and other policies or practices that are applicable to Customer's use of the Services (collectively "Policies"). Customer's use of the Services shall be deemed acknowledgment that Customer has read and agreed to Spectrum's Policies as a part of this Service Agreement.

(b) Signatures; Electronic Transactions. This Service Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile or other electronic copy will have the same force and effect as execution of an original, and a facsimile or electronic signature will be deemed an original and valid signature. The Parties agree to conduct business using electronic means including using electronic records and electronic signatures, except as provided with respect to notices in Section 21.

(c) Order of Precedence. Each Service shall be provisioned pursuant to the terms and conditions of this Service Agreement. In the event that Spectrum permits Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of the Service Agreement or any Service Order are inconsistent with the terms of any applicable tariff, the tariff shall control.

To the extent that the terms of any Service Order are inconsistent with the terms of these Terms of Service, the Terms of Service shall control, excluding pricing discounts, nonrecurring fees, or order fulfillment timing terms to the extent permissible under applicable law set forth in the Service Order that shall control.

(d) No Assignment or Transfer. Customer may not assign or transfer (directly or indirectly by any means, including by operation of law or otherwise) this Service Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining consent from Spectrum, and any assignment or transfer in violation of this Section shall be null and void. Spectrum may assign its rights and obligations under this Service Agreement, in whole or in part, and any Service Order(s) to affiliates controlling, controlled by or under common control with Spectrum, or to its successor-in-interest if Spectrum sells some or all of the underlying communications system(s) without the prior approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of Spectrum in the Service Agreement may accrue to, or be fulfilled by, any affiliate, as well as by Spectrum or its subcontractors.

(e) Severability. To the extent any term, covenant, condition or portion of this Service Agreement is held to be invalid or unenforceable, the remainder of this Service Agreement shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law as nearly as possible to reflect the original intentions of the Parties.

(f) Force Majeure. Notwithstanding anything to the contrary in the Service Agreement, neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such Party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, weather, fire, flood, natural causes, mechanical or power failures, fiber cuts, governmental acts or any order, law or ordinance in any way restricting the operation of the Services (each a "Force Majeure Event"). Changes in economic, business, or competitive conditions shall not be considered a Force Majeure Event.

(g) Governing Law; Claims Limitation; Waiver of Jury Trial. The law of the state of New York shall govern the construction, interpretation, and performance of this Service Agreement, except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded. Any legal action brought under or in connection with the subject matter of the Service Agreement shall be brought only in the United States District Court for the Southern District of New York or, if such court would not have jurisdiction over the matter, then only in a New York State court sitting in the Borough of Manhattan, City of New York. Each party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of the Service Agreement in any other court or forum. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of the Service Agreement in the Federal or state courts sitting in the Borough of Manhattan, City of New York, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum. Except as otherwise specified in Section 7(e), any claim that Customer wishes to assert under the Service Agreement must be initiated not later than one (1) year after the claim arose. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND SPECTRUM EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.

(h) No Third Party Beneficiaries. The terms of this Service Agreement and the Parties' respective performance of obligations as described are not intended to benefit any person or entity not a Party to this Service Agreement, and the consideration provided by each Party hereunder only runs to the respective Parties, and that no person or entity not a Party to this Service Agreement shall have any rights hereunder nor the right to require performance of obligations by either of the Parties.

(i) Waiver. Except as otherwise provided herein, the failure of Spectrum to enforce any provision of this Service Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. To be legally binding on Spectrum, any waiver must be in writing.

(j) Remedies Cumulative and Nonexclusive. Unless stated otherwise herein, all rights and remedies of the Parties under this Service Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any other rights or remedies available to the Parties whether provided by law, in equity, by statute or otherwise. The exercise of any right or remedy does not preclude the exercise of any other rights or remedies.

Attachment A Spectrum Business TV and Enterprise TV Service (collectively, “TV Service”)

Spectrum Business TV Service: Spectrum Business TV Service includes television programming services, including the package of channels and music programming as designated in a Service Order. Customer must notify Spectrum if Customer’s use of the Service will be for private or public viewing. If specified in the Service Order, Spectrum will provide to private-view Customers premium programming such as HBO, Showtime, TMC, Cinemax, STARZ, Encore, or Epix, or Customer premise equipment such as DVRs (collectively, “Premium Services”).

Spectrum Enterprise TV Service: Spectrum Enterprise shall provide the customized multi-channel video programming service (“Enterprise TV Service”) to Customer’s Service Location(s) identified in a Service Order. Enterprise TV Service includes Government TV, Healthcare TV, Hospitality TV, and Education/University TV. Enterprise TV Service includes the channel line-up and those premium and other pay-per-view, video-on-demand, or any visual content as mutually agreed upon in the Service Order. If specified in the Service Order, Spectrum will provide Premium Services to Customer.

1. **Music Programming.** Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers, Broadcast Music, Inc., and SESAC, Inc. or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer’s transmission, retransmission, communication, distribution, performance or other use of the Services. Customer shall not, and shall not authorize or permit any other person to, do any of the following unless Customer has obtained a then-current music license permitting such activity: (i) charge a cover charge or admission fee to any Service Location(s) at the time the TV Service is being displayed or are to be displayed; or (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the TV Service.

2. **Spectrum Equipment.** Spectrum owns and shall at all times have the exclusive right to access, control, maintain, upgrade, use and operate its TV Service, Network, and Spectrum Equipment, except for (i) any video display terminals (“Connections”) or inside wiring owned and maintained by Customer or a third party, and (ii) any conduit, risers, raceways or other spaces where the Network or Spectrum Equipment is located that are owned by Customer or a third party, in which case (as between Customer and Spectrum) Customer shall own such items and Customer hereby grants to Spectrum the non-exclusive right to access and use such space during the Order Term as provided in the Service Agreement. The inside wiring and Connections shall be provided and installed by Customer, at its sole expense, in consultation with Spectrum and any specifications provided by Spectrum to Customer in writing. Spectrum shall not be responsible for an outage that may be due to a fault or failure with respect to any inside wiring, Connections or any systems, equipment or facilities of Customer or any third party, including but not limited to, instances where such outage is due to the Customer’s failure to promptly provide Spectrum with access to the Service Location to inspect, monitor, repair, and/or replace the TV Service or Spectrum Equipment. If changes in technology require the use of specialized equipment to continue to receive Spectrum Business TV Service, Spectrum shall provide such Spectrum Equipment, and Customer shall pay for such Spectrum Equipment at the same rate charged by Spectrum to commercial customers in the same service area as the Service Location.

3. **Provision of Service.** Spectrum may, in its discretion, preempt, rearrange, delete, add, discontinue, modify or otherwise change any or all of the advertised programming comprising, packaging of, channel line-ups applicable to, and/or distribution of its TV Service. Spectrum may make certain TV Service available via mobile applications or third party hardware to Customer and its End Users, which may be subject to additional terms and conditions.

4. **Restrictions.** Customer shall take all necessary precautions to ensure that the TV Service is received only by authorized parties, and that no part of the TV Service is received at any other location, including but not limited to locations where an admission fee, cover charge, minimum or like sum is charged. Customer shall not and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the TV Service (or any part thereof); (ii) transmit the TV Service by any television or radio broadcast or by any other means or use the TV Service outside the Service Location; (iii) move the TV Service to another location after installation; or (iv) insert any commercial announcements into the TV Service or interrupt any performance of the TV Service for the making of any commercial announcements. Customer acknowledges that such duplication, reproduction or transmission may subject Customer to criminal penalties and/or civil liability and damages under applicable copyright and/or trademark laws. TV Service is available for use at commercial establishments and other non-residential buildings (such as a bar, restaurant, hospital, or commercial building). In commercial establishments with public viewing, only the TV Service lineup(s) that is approved for public viewing may be used. Customer may not order or request pay-per-view (PPV) programming for receipt, exhibition or taping in a commercial establishment; or exhibit nor assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider and subject to Spectrum’s prior written consent.

- 5. Service Inspection.** Customer shall permit Spectrum reasonable access to the Service Locations to inspect the Service Location at periodic intervals as needed to ascertain, among other things, the number of television outlets receiving the TV Service, or verify the estimated viewing occupancy. If any Spectrum inspection reveals that Customer's usage of the TV Service exceeds Customer's rights under the Service Agreement or Service Order and without abrogating or otherwise affecting Spectrum's right to consider such activity a breach of the Service Agreement, Customer shall pay Spectrum an amount equal to one and a half times the MRCs that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable MRCs for such additional usage or Spectrum may, in its discretion, suspend or disconnect a TV Service.
- 6. Noninterference.** Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the TV Service, which are transmitted over any of the channels provided hereunder without the prior written consent of Spectrum. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the TV Service, including without limitation delivery method and any programming contained within the TV Service, without the express written consent of Spectrum. The limitations of this paragraph shall not apply to formatting of programming for Enterprise TV Service as agreed by Spectrum and Customer.
- 7. Charges.** Notwithstanding anything to the contrary in the Service Agreement, the MRCs set forth in a Service Order for TV Service: (i) do not include applicable taxes, regulatory fees, franchise fees or public access fees; and (ii) are subject to change in accordance with commercial rate increases applied to commercial customers.
- 8. End User Support.** Customer shall provide all first level contact and support to its authorized users relating to the Network, Spectrum Equipment, Connections, Customer-provided equipment, and Enterprise TV Service. In the event of any disruption, failure, or degradation of the Enterprise TV Service lasting for twenty-four (24) consecutive hours or more, Customer shall use all reasonable efforts to diagnose the cause of the Enterprise TV Service impacting event. If the Enterprise TV Service impacting event is reasonably determined to be caused by the signal delivered by Spectrum, Customer shall contact the designated Spectrum technical support contact for resolution.
- 9. Set Back Box.** Customer's use of the Set Back Box Product ("SBB") available as part of the Enterprise TV Service (the "SBB Offering") is subject to the following additional terms and conditions:
- (a)** Notwithstanding Section 2 above, Spectrum shall install and program all Connections for the SBB Offering. Customer shall ensure the availability of Connections that are compatible with the SBB Offering including, without limitation, the provision and use of appropriate tuners and Connections having HDTV compatibility.
 - (b)** If Customer desires for the front desk portal and the TV user interface associated with the SBB Offering to be co-branded (with Spectrum's and Customer's brands), then Customer shall provide Spectrum Enterprise a copy of Customer's logo in accordance with Spectrum's technical specifications and hereby grants Spectrum a right and license to use such logo for purposes of such co-branding.
- 10. SpectrumU and Spectrum Enterprise TV Streaming Access (TVSA).** SpectrumU and Spectrum Enterprise TV Streaming Access (available through an app named "Spectrum Enterprise TV" and the website spectrumenterpriseTV.com) are online video services (which are collectively referred to herein as the "Apps") that are accessible via a compatible browser or supported digital media streaming device that permits authorized users to stream video content while connected to Customer's network. Spectrum Apps may not be available through all application stores.
- (a)** Many factors outside of Charter's control affect the quality of service experienced by Customer and its authorized users, including without limitation, the quality and utilization of Customer's network, service attacks, and the authorized user's device.
 - (b)** Customer acknowledges that Spectrum requires Customer's authorized users to accept separate end user license terms prior to using or downloading either of the Apps.
 - (c)** Spectrum may require that authorized users update the Apps from time-to-time in order to continue use of the Apps.

Attachment B
Spectrum Business Voice Service, PRI/SIP Trunking Service
(collectively “Voice Services”)

Spectrum Hosted Voice, Hosted Voice for Hospitality, Hosted Call Center, and Unified Communications (collectively, “Hosted Communications Services”)

DESCRIPTION OF SERVICES:

1. Voice Services:

- (a) **Spectrum Business Voice Service:** If Customer selects to receive Spectrum Business Voice Service, Customer will receive voice service consisting of one or more lines or connections and a variety of features, as described more fully below and in the applicable Service Order.
- (b) **SIP Trunking Service:** If Customer selects to receive the SIP Trunking Service, Customer will receive voice and call processing services via eight or more concurrent call paths using a Session Initiation Protocol (“SIP”) connection to the Customer’s private branch exchange (including any non-Spectrum switch, collectively, “PBX”) or other Customer Equipment, and a variety of features, as described more fully below and in the applicable Service Order.
- (c) **PRI Trunking Service:** If Customer selects to receive PRI Trunking Service, Customer will receive voice and call processing services via a full (23B+1D channel) or fractional (12B+1D channel) Primary Rate Interface (“PRI”) connection to Customer’s PBX or other Customer Equipment, and a variety of features, as described more fully below and in the applicable Service Order.
- (d) **Trunking Service:** Trunking Service shall mean SIP Trunking Service and/or PRI Trunking Service, as applicable.
- (e) **Analog Lines Over Fiber Service:** If Customer selects to receive Analog Lines over Fiber Service, Customer will receive voice and call processing services via an analog connection to the Customer’s PBX that is equipped with an analog line card interface or other analog line based Customer Equipment like a fax machine. A variety of features, including line hunting, are offered, as described more fully below and in the applicable Service Order.
- (f) **Toll-Free Service for Spectrum Trunking:** If Customer selects Spectrum Toll-Free Service for use with Trunking Service, Customer will receive voice service consisting of one or more toll-free numbers and access to a variety of optional screening and routing features including:
 - Origination Screening: Allows or disallows an originating call made to a single toll-free number based on the originating Number Plan Area (NPA) and/or prefix (NXX) of the caller.
 - Origination Routing: Routes an originating call made to a single toll-free number to a pre-determined Direct Inward Dialing (DID) number location based on the originating NPA and/or NXX of the caller.
 - Schedule-Based Routing: Routes an originating call made to a single toll-free number to a pre-determined DID number location based on the time of day, day of week or day of year.
 - Percentage Call Allocation: Routes an originating call made to a single toll-free number to any of two or more pre- determined DID number locations based on the Customer’s allocated traffic percentage between the DID number locations.
 - Toll-Free Dialed Number Identification Service (DNIS): Provides the original called toll-free number to the terminating location, if the toll-free number/call is terminated to the Spectrum Trunking Service.

Note: Spectrum Toll-Free Service must terminate to a Spectrum Trunking Service. Not all Toll-Free Service features may be available in all areas.

- (g) **E911 Location Plus:** If Customer selects Spectrum E911 Location Plus for use with Trunking Service, Customer may add or manage station level address information (for example, floor, suite, or office number) for telephone numbers at a Service Location for Customer’s E911 address records through use of the E911 Location Plus self-service web portal. E911 Location Plus may be used by a Customer operating its own multi-line telephone system in an office or apartment building, or other similar building environment that wishes to provide location information for its station level telephone numbers.

2. Spectrum Hosted Communications Services:

- (a) **Spectrum Hosted Voice Service:** If Customer selects Hosted Voice Service delivered over fiber or coax, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance described more fully below and in the applicable Service Order.
- (b) **Spectrum Hosted Voice for Hospitality Service:** If Customer selects Hosted Voice for Hospitality Service delivered over fiber or coax, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance. Customer may also receive Property Management System integration and other services, including a variety of features, as described more fully below and in the applicable Service Order.
- (c) **Spectrum Hosted Call Center:** If Customer selects to receive Spectrum Hosted Call Center Service; Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance, as described more fully below and in the applicable Service Order.
- (d) **Unified Communications Service:** If Customer selects Unified Communications Service, Customer will receive a combination of (i) instant messaging and presence service, (ii) video calling service, (iii) desktop sharing service, (iv) conferencing, and (v) web collaboration service, or other features as described more fully below and in the applicable Service Order. Unified Communications Services may also be available in personal computer, mobile phone, and tablet application formats where features, functionalities, and capabilities will differ based on the device used to access the Unified Communications Service (i.e., "soft phone service"). If Customer selects a soft phone service, it will be offered as a separate inbound and outbound service and Customer must choose one or both services prior to installation. Customer may later modify its selection in writing. If Customer or an End User accesses the Hosted Communications Services through use of an application, certain features, functionalities, or capabilities, such as two-way calling, may not be available. 911 CALLING WILL NOT BE AVAILABLE WITH SOFT PHONE SERVICE. When using such an application, Customer and End Users are subject to the terms of such application and the terms of this Service Agreement (including this Attachment). Changes made to the features, functionalities, capabilities of the Unified Communications Service, or to an application accessing Spectrum Hosted Communications Service, shall be in Spectrum's sole discretion.

BEGINNING ON JANUARY 6, 2022: Notwithstanding the preceding paragraph, if Customer ordered soft phone service on or after February 16, 2020, Customer will have 911 calling capability with its soft phone service beginning on January 6, 2022 if Customer's software and service is properly installed, configured and updated. Customer understands that such soft phone service, including 911 calling capability, will not function properly unless correct and valid address information has been entered into the soft phone service or application that reflects the application and/or associated device location. Failure of Customer to enter correct and valid address information, prior to initiation of such Service and anytime Customer's location of the soft phone changes, will likely result in a delay or inability in dispatching 911 emergency service to the proper location. Customers that ordered ANYWHERE CONNECT soft phone service prior to February 16, 2020 will not have 911 calling capability. EACH CUSTOMER OF SUCH ANYWHERE CONNECT SERVICE UNDERSTANDS THAT IT MUST USE AN ALTERNATE MEANS, OTHER THAN SOFT PHONE SERVICE, TO CONTACT 911 EMERGENCY SERVICES. Additional important 911 use of service terms are located in paragraph 5(g) below.

- (e) **Unified Communications over Wireless Internet Backup:** If Customer selects Unified Communications over Wireless Internet Backup Service, Customer will receive Wireless Internet Backup Service as described in Attachment G for Unified Communications Service provided at Customer's location(s) specified in an applicable Service Order. Unified Communications over Wireless Internet Backup Service is subject to availability and the terms and conditions in Attachment G and the applicable Service Order.
- (f) **Service Descriptions:** Spectrum's Voice Services and Hosted Communications Services listed above are described in Customer's Service Order, and/or in Spectrum's usage pricing plans, and online product descriptions, as applicable, on Spectrum's website at <https://enterprise.spectrum.com/services/voice.html>.

COMMUNICATIONS SERVICES TERMS AND CONDITIONS:

Customer’s use of the Voice Services and Hosted Communications Services (collectively, “Communications Service”) is subject to the following additional terms and conditions:

3. Availability of Facilities and Service Modifications:

(a) Services and associated products, facilities, equipment, features and functions will be available in accordance with the terms of this Attachment, where technically and operationally feasible. The quantity of business lines for each Service Location is dependent on the technical feasibility at that specific location. Additional construction and facilities may be required to provide requested Communications Services at Customer’s expense. Customer must pay for any special construction prior to the activation of service and/or cancellation of contract.

(b) Spectrum is not obligated to provide Communications Services if Customer intends to or uses the Communications Services (i) to interfere with or impair any service over any facilities and associated Spectrum Equipment or impair the privacy of any communications over such facilities and associated Spectrum Equipment; (ii) to sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Communications Services or any component or combination thereof; or (iii) in any manner that results in non-standard calling patterns or practices, including but not limited to, use of the Communications Service for high-volume auto-dialing, continuous or extensive call forwarding, high-volume telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting for services with unlimited local and long distance calling plans, and PBX hacking or modem hijacking resulting in excessive usage of long distance service (collectively, “Prohibited Use”). In addition, Prohibited Use shall include augmentation of the Communications Service or Communications Service features, in any way as to change the functionality of the Communications Service or its component features in any manner that is inconsistent with standard commercial calling patterns and practices or the terms of this Service Agreement. Such non-standard calling patterns and practices include, but are not limited to, use of three-way calling, or call forwarding, that results in unusually high traffic volumes or excessive long distance usage. A non-standard calling pattern may also include, when Customer’s long distance calling minutes from (i) calls terminating to Alaska, (ii) calls terminating to Guam, (iii) calls terminating to a conference calling service operating in areas with high carrier access rates (e.g., rates that carriers pay one another for network use), or (iv) calls terminating to a chat line service, in the aggregate exceed ten percent (10%) of Customer’s total long distance minutes in any one-month billing cycle

(c) Spectrum may, from time to time, offer additional Communications Service features or functionality, or discontinue certain Communications Service features or functionality. Information about these features or functions will be available at <https://enterprise.spectrum.com/services/voice.html>. These additional Communications Services, features, or functions may be subject to additional specific terms and conditions, and may be subject to change at any time by Spectrum.

4. Communications Service Limitations:

(a) Unavailable Services; Call Blocking, Fraud, and N11. Spectrum does not offer or provide certain operator-assisted services such as dial around services (10-10-XXX), pay services, and third-party billing. Spectrum may use network management practices to block calls that have unassigned, invalid, or fraudulent numbers, that are identified as spam or malicious, that have suspicious calling patterns, or as otherwise permitted by applicable law. Calls blocked using these network management practices will not be delivered to Customer. Spectrum also blocks access to calls with 900 and 976 area codes and to international chat lines. Spectrum will initiate toll blocking if Customer’s excessive use of any toll has surpassed the threshold set by Spectrum and/or Customer’s account is delinquent. Notwithstanding any other provision of the Service Agreement or this Attachment, Spectrum may block calls which (i) are made to certain countries, cities, or central office exchanges, or (ii) use certain authorization codes, as Spectrum, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Communications Services. In addition, certain “N11” services (three digit dial codes such as 211) may not be available in all serving areas.

(b) Service Outages. Communications Service modems are electrically powered and will not work in a power outage or if the required broadband connection is disrupted or not operating. In the event of power outages, the modem, including all phones and Services connected to or powered by it, will not work. Power outages will disrupt Enhanced 911 (“E911”) service and the use of Communications Service as the connection between a security system and central monitoring services. COMMUNICATIONS SERVICE DOES NOT HAVE ITS OWN POWER SUPPLY. IF THERE IS A POWER OUTAGE, OR IF THERE IS A DISRUPTION TO THE SPECTRUM NETWORK OR FACILITIES, COMMUNICATIONS SERVICE WILL NOT WORK. CUSTOMER ACKNOWLEDGES THAT IN SUCH CASES IT WILL NOT BE POSSIBLE TO PLACE OR RECEIVE CALLS INCLUDING CALLS TO ACCESS EMERGENCY 911 SERVICES.

(c) Security Systems and Alarm Systems. Although Spectrum will supply a connection (such as an analog line connection), that may allow the operation of Customer's existing security system, alarm system or other non-voice system (such as an elevator alarm line), Spectrum does not guarantee that any such system will be in complete operational order following the installation of Communications Service. As such, it is Customer's obligation to contact its security, alarm or other system provider to inform them of the Communications Services installation, and any change in phone number, and to request a complete operational test of their system immediately following installation of the Communications Services. Spectrum does not provide power back up and is not responsible for the operation of any Customer security, alarm, or any other system in connection with Customer Equipment and, specifically, where the Customer Equipment does not have power backup (e.g., battery backup). In addition, it is Customer's responsibility to test its system on a regular basis. Spectrum does not represent that the Service is fail-safe.

Customer is solely responsible for obtaining such testing, ensuring that such testing is completed in a timely manner, and confirming that the security system and any related Customer Equipment at the Service Location connected to the Communications Service operate properly. Customer is solely responsible for any and all costs associated with this activity. In all cases, it is Customer's responsibility to ensure that use of the Communications Service meets all applicable regulations.

(d) Prohibited Use: Spectrum prohibits the use of Communications Service as the connection between medical alert systems and a central monitoring station or a fire alarm, and Spectrum will neither connect to such services nor provide technical support for the connection.

5. Use of Services. Customer is solely responsible for: (i) prevention of Prohibited Use and unauthorized, unlawful, or fraudulent use of, or access to, Communications Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any authorization codes provided by Spectrum to Customer. Spectrum may require Customer to immediately shut down its transmission of signals if Spectrum concludes, in its sole discretion, that such transmission is a Prohibited Use or causing interference to other customers or with other transmissions generally.

(a) Spectrum reserves the right (i) to refuse to provide, discontinue, or temporarily suspend Communications Services to or from a Service Location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to Spectrum, or (ii) to limit or block Communications Services to and from any Service Location or the use of any authorization code, without any liability whatsoever, in the event that Spectrum detects or reasonably suspects either (a) Prohibited Use or fraudulent, or unlawful use of the Communications Services, or use of the Communications Service in violation of the Service Agreement or this Attachment, or (b) consumption of Communications Services in excess of the credit limit (if any).

(b) Customer's outgoing calls must use an active, valid telephone number assigned to Customer. Use of invalid or unassigned telephone numbers are prohibited for outgoing calls. Customer is responsible for (i) securing its Customer Equipment against placement of fraudulent calls, and (ii) ensuring that Customer Equipment is not being used for any Prohibited Use or fraudulent use or access with Communications Services. Customer shall be responsible for payment of all applicable charges for Communications Services and charged to Customer's accounts, even where those calls are originated by fraudulent means either from Customer's Service Location or from remote locations. Spectrum is not liable for any damages, including toll usage charges, Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of Customer's facilities includes, but is not limited to, the placement of calls from the Service Location, and the placement of calls through Customer Equipment that are transmitted or carried on Spectrum's Network. Customer shall ensure that all uses by Customer, whether authorized by Customer or not, of the Spectrum Equipment or the Communications Services installed at the Service Location comply with all applicable laws, rules, regulations, and the Service Agreement (including this Attachment).

(c) Spectrum has the right to limit the Communications Service to reasonable quantities of minutes and messages used or consumed by Customer to prevent Prohibited Use and to maintain a high level of service for other Spectrum customers.

6. Access to Telecommunications Relay Communications Service: Telecommunications Relay Service ("TRS") enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone ("TT") or Caption Telephone (collectively, "TDD") or similar devices to communicate with the hearing population not using TDD. It also allows the hearing population not using a TT to communicate with deaf, hard-of-hearing, or speech-impaired persons who do use a TDD. Customer will be able to access the state provider to complete such calls by either dialing the applicable telephone number directly or by dialing the number 711, where available. Spectrum may bill Customer a monthly surcharge in order to fund the TRS system. If Customer activates Custom Caller ID for Trunks or Customer utilizes its own Customer-defined dialing scheme or PBX configuration, Customer must configure its PBX to out-pulse an active, valid telephone number that is assigned to the Customer and that accurately identifies the Service Location for each outbound call handled by that PBX so that 711/TRS calls complete to the appropriate 711/TRS center.

7. 911 Services:

(a) CUSTOMER ACKNOWLEDGES THAT THE VOICE-ENABLED FIBER CONNECTION, CABLE MODEM, INTEGRATED ACCESS DEVICE (“IAD”) OR OTHER SPECTRUM EQUIPMENT USED TO PROVIDE COMMUNICATIONS SERVICE ARE ELECTRICALLY POWERED AND THAT COMMUNICATIONS SERVICE, INCLUDING THE ABILITY TO ACCESS 911 AND E911 SERVICES AND ALARM, SECURITY, AND OTHER MONITORING SERVICES, MAY NOT OPERATE IN THE EVENT OF AN ELECTRICAL POWER OUTAGE, A SPECTRUM NETWORK SERVICE INTERRUPTION, OR A THIRD-PARTY NETWORK SERVICE INTERRUPTION IF THE COMMUNICATIONS SERVICE IS PROVIDED AS AN OVER-THE-TOP OR OFF-NET (TYPE II) SERVICE USING A THIRD PARTY’S NETWORK. CUSTOMER ALSO ACKNOWLEDGES THAT, IN THE EVENT OF A POWER OUTAGE AT A SERVICE LOCATION, ANY BACK-UP POWER SUPPLY PROVIDED WITH A SPECTRUM-PROVIDED VOICE-ENABLED CABLE MODEM, IAD, OR OTHER SPECTRUM EQUIPMENT USED IN DELIVERING THE COMMUNICATIONS SERVICE MAY ENABLE SERVICE FOR A LIMITED PERIOD OF TIME OR NOT AT ALL, DEPENDING ON THE CIRCUMSTANCES, AND THAT THE USE OF A BACK-UP POWER SUPPLY DOES NOT ENSURE THAT COMMUNICATIONS SERVICE WILL BE AVAILABLE IN ALL CIRCUMSTANCES. CUSTOMER SHALL ADVISE EVERY END USER OF COMMUNICATIONS SERVICE THAT SPECTRUM VOICE-ENABLED CUSTOMER EQUIPMENT IS ELECTRICALLY POWERED AND, IN THE EVENT OF A POWER OUTAGE OR SPECTRUM NETWORK SERVICE INTERRUPTION, COMMUNICATIONS SERVICE AND 911 OR E911 MAY NOT BE AVAILABLE. CUSTOMER SHALL DISTRIBUTE TO ALL END USERS OF COMMUNICATIONS SERVICE LABELS/STICKERS (TO BE SUPPLIED BY SPECTRUM) AND INSTRUCT ALL END USERS OF COMMUNICATIONS SERVICE TO PLACE THEM ON OR NEAR THE EQUIPMENT USED IN CONJUNCTION WITH THE COMMUNICATIONS SERVICE.

(b) Customer is not permitted to move Spectrum Equipment from the Service Location in which it has been installed. If Customer moves any of the voice-enabled cable modem, IAD, or other Spectrum Equipment to an address other than the Service Location identified on the Service Order, calls from the modem, IAD, or other Spectrum Equipment to E911 will appear to E911 emergency service operators to be coming from the Service Location identified on the Service Order and not the new address. Customer shall be solely responsible for directing emergency personnel at the customer premises at each Service Location.

(c) Customer will be notified by Spectrum as to whether the Communications Service to which Customer subscribes includes the capability to support E911 service from multiple locations or from a location other than the Service Location. Customer agrees that Spectrum will not be responsible for any losses or damages arising as a result of the unavailability of Communications Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or other monitoring service provider or any failure or fault relating to Customer Equipment, facilities or services, the use of third-party enterprise 911 solutions, or Customer’s attempt to access Communications Service from a remote location.

(d) In some geographic areas, Communications Service does not provide the capability to support E911 service from any location other than the Service Location. In those areas, if Customer intends to assign telephone numbers to one or more locations other than the Service Location, Customer shall obtain from the incumbent LEC, a competitive LEC, or Spectrum a local telephone line or lines and ensure that (i) the address(es) associated with the additional location(s) are loaded into the 911 database by the provider of the local telephone line(s) such that 911 calls will deliver to the 911 answering point the actual location and address of the 911 caller and (ii) all 911 calls originated from the additional location(s) are transported and delivered over those local telephone lines.

IN SUCH AREAS, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SPECTRUM, ITS AFFILIATES, ITS SERVICE PROVIDERS AND SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST THIRD PARTY CLAIMS, LIABILITIES, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS’ AND OTHER PROFESSIONALS’ FEES, ARISING OUT OF OR RELATING TO 911 CALLS MADE BY END USERS OF THE COMMUNICATIONS SERVICE FROM LOCATIONS OTHER THAN THE SERVICE LOCATION.

(e) If Customer orders E911 Location Plus, (i) Customer may add and/or manage station level address information for telephone numbers at the Service Location through use of the E911 Location Plus self-service web portal; (ii) Customer shall be solely responsible for complying with all applicable local, state, and federal laws, rules, regulations and requirements for operation and use of a multi-line telephone system and for providing accurate station level address information (i.e., the applicable characters for display at a 911 operator) for Customer’s telephone numbers; (iii) Customer will transmit the telephone number to Spectrum that is associated with the station that placed a 911 call; and (iv) Customer will ensure the initial and continuing accuracy of the station level address information for each Customer telephone number in the E911 Location Plus self-service web portal.

Updates or modifications to station level address information in the E911 Location Plus self-service web portal may require up to 24 hours for implementation and/or updating. Non-Spectrum telephone numbers are not supported and may not be entered into the E911 Location Plus self-service web portal. Notwithstanding Customer's use of E911 Location Plus, Customer is solely responsible for directing emergency personnel at the Service Location.

(f) Customer shall not use the Communications Services, or allow the Communications Services to be used, (i) to provide 911 or E911 services; (ii) route 911 or E911 traffic to any public safety answering point, statewide default answering point, or appropriate local emergency authority or emergency responders; or (iii) for any automatic location information services related to E911 or in any other manner that would cause, or be likely to cause, Spectrum to qualify as a "Covered Service Provider" as defined in 47 C.F.R. §9.19 or any successor provision of the rules of the Federal Communication Commission. Any breach of this provision shall constitute a material breach of the Service Agreement.

(g) CUSTOMER ACKNOWLEDGES THAT SPECTRUM'S "ANYWHERE CONNECT" OR OTHER SOFTPHONE SOFTWARE OR APPLICATIONS (COLLECTIVELY "SOFTPHONE APPLICATIONS") ARE NOT A REPLACEMENT FOR MOBILE OR FIXED LINE VOICE SERVICES. SOFTPHONE APPLICATIONS DO NOT PERMIT END USERS TO MAKE 911 OR OTHER EMERGENCY CALLS. CUSTOMER SHALL PROVIDE ALTERNATIVE COMMUNICATION OPTIONS TO ENABLE END USERS TO MAKE 911 AND OTHER EMERGENCY CALLS WHEN USING SPECTRUM'S SOFTPHONE APPLICATIONS.

BEGINNING ON JANUARY 6, 2022: Notwithstanding the preceding paragraph, if Customer ordered soft phone service and/or a Softphone Application on or after February 16, 2020, Customer will have 911 calling capability with its soft phone service or Softphone Application beginning on January 6, 2022 if Customer's software and service is properly installed, configured and updated. Customer understands that such soft phone service and Softphone Application, including 911 calling capability, will not function properly unless correct and valid address information has been entered into the soft phone service or Softphone Application that reflects the application and/or associated device location. Customer further understands that such soft phone service and Softphone Application will not function or will not function properly: (i) if a user attempts a 911 call from a location different than the address provided in the soft phone service or Softphone Application; (ii) during any disruption of power or Internet connectivity at the user's location; (iii) during any period of services or E911 outage or failure beyond Spectrum's control; (iv) if incorrect or invalid address information is provided or if such information is not updated by user in the event of a change in user's location; (v) if user's equipment fails to function, is not properly configured, or is defective; or (vi) if instructions, requirements or obligations for proper operation of the soft phone service or Softphone Application are not executed completely and properly.

8. Custom Caller-ID (Voice Services only): If Customer activates Custom Caller ID for Trunks, which permits a customer to define the telephone number that Spectrum makes available to call recipients for Caller ID purposes, the telephone number chosen must be an active, valid telephone number that is assigned to Customer. Custom Caller ID for Trunks may be used only where Customer employs Customer Equipment that ensures that 911 and other emergency calls placed by an end user are routed to an appropriate public safety answering point or other responding agency based on the caller's location, in a manner consistent with applicable law. If Customer activates Custom Caller ID, they must configure their PBX to out-pulse an active, valid telephone number that is assigned to the Customer and that accurately identifies the Service Location for each outbound call including TRS, 711, and emergency 911 calls to be handled by that PBX. By activating Custom Caller ID for Trunks, Customer represents and warrants that it employs such a Customer Equipment solution and agrees to continue using such a solution until Customer discontinues its use of Custom Caller ID for Trunks.

Telemarketers or other entities using Custom Caller ID for Trunks must comply with applicable federal and state laws, including obligations requiring identification of: (i) the telemarketer or the party on whose behalf the telemarketing call is made and (ii) the calling party's number ("CPN"), automatic number identification ("ANI"), or customer service number of the party on whose behalf the telemarketing call is made.

The use of incorrect or fictitious CPN, ANI, or other calling party information on such telemarketing calls is prohibited. Custom Caller ID for Trunks may not be used by any person or entity in connection with any unlawful purpose. Customer shall provide proof of telephone number assignment (e.g., by business agreement or evidence the user has access to use the number) upon Spectrum's request.

9. Cross Rate Center Telephone Numbers: If Customer orders or utilizes telephone number(s) with Spectrum Trunking Service that are associated with a rate center that is different than the rate center where the Spectrum trunking service is located, (i) Customer's telephone number(s) will be provisioned as Direct Inward Dialing (DID) numbers on the Spectrum Trunking Service (referred to as "Cross Rate Center DIDs"); (ii) all calls originated from the Cross Rate Center DIDs will be rated based upon the rate center associated with the Spectrum Trunking Service location; and (iii) the address information for E911 calls from the Cross Rate Center DIDs shall be the address associated with the Spectrum Trunking Service location. Cross Rate Center DIDs may not be available in all Spectrum service areas, and Customer may purchase Remote Call Forwarding (RCF) or Remote Number Forwarding (RNF) in service areas where Cross Rate Center DIDs are not available.

10. Centralized PBX Support: If Customer orders Centralized PBX Support for a Customer PBX that serves multiple Customer locations (each, referred to as a "Remote Site"), Customer will connect each Remote Site to a single site on the Customer's network (referred to as a "Hub Site") and Spectrum Trunking Service will be installed at the Hub Site. The demarcation point for each Remote Site will be the Hub Site location where the Spectrum Trunking Service is installed. Customer is responsible for the quality of the network and connections, including the voice Quality of Service (QOS), on its side of the demarcation point, unless such network and connections are provided by Spectrum. Additionally, the following requirements are applicable to Centralized PBX Support:

(a) Telephone numbers utilized at each Remote Site (i) must be associated with the rate center where the Remote Site is located, and (ii) must be in a Spectrum service area.

(b) Cross rate center telephone number assignment is not permitted with Centralized PBX Support. Customer may purchase Remote Call Forwarding (RCF) or Remote Number Forwarding (RNF) if a Remote Site requires telephone numbers that are associated with a rate center that is different than the rate center where the Remote Site is located.

(c) The address information for E911 calls from a Remote Site shall be the address associated with the Remote Site. Customer is solely responsible for providing Spectrum with accurate telephone number and service address information for each Remote Site. Customer must contact Spectrum before moving telephones or telephone numbers to any address other than the Remote Site, otherwise calls from the telephones or telephone numbers will appear to E911 emergency service operators to be coming from the Remote Site and not the new address.

(d) Spectrum will calculate and remit 911 fees for each Remote Site based on state and local regulations at the address where telephone(s) and telephone number(s) are located and emergency services are dispatched.

(e) All calls from a Remote Site will be rated based upon the rate center associated with telephone number(s) at the Remote Site.

11. Access: Customer agrees to provide Spectrum and its authorized agents with access to Customer's internal telephone or local area network wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of Communications Service over existing wiring. Customer hereby authorizes Spectrum to make any requests to Customer's landlord, building owner and/or building manager, as appropriate, and to make any requests to other or prior communications service providers, as necessary and appropriate, to ensure that Spectrum has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install Communications Service and all related Spectrum Equipment. The agents and employees of Spectrum shall have the right to enter the Service Location at any reasonable hour for the purpose of installing, inspecting, maintaining, or repairing Spectrum Equipment, instruments and/or lines, or upon termination of the Communications Service, for the purpose of removing such Spectrum Equipment, instruments, and/or lines. Communications Services are offered to businesses only and are not available for residential use.

12. Customer Equipment: Spectrum's obligation is to provide Communications Services to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum Network Demarcation Point at the Service Location. The "Demarcation Point" is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at the Service Location. Customer is responsible for ensuring that all such Customer Equipment conforms to the Federal Communications Commission's requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and Spectrum may discontinue the provision of Communications Services to any location where Customer Equipment fails to conform to such regulations.

Without limiting the foregoing, in the event that Customer-provided fiber, coax, copper wiring, and/or point-to-point wireless, or a segment of the foregoing provided by Customer, (collectively "Customer Facilities") are used in the delivery of Communications Services, Customer shall be solely responsible for the condition, performance, maintenance, repair, and replacement of such Customer Facilities, at all times. Upon request, Customer shall provide Spectrum with access to the Customer Facilities, for Spectrum to inspect the condition of Customer Facilities prior to

Spectrum's installation of the Communications Service, provided that Spectrum shall not be required to conduct such inspection, and such inspection or statements made by Spectrum in connection therewith shall in no way constitute a representation, warranty or guarantee that the Customer Facilities are fit for use with the Service. Notwithstanding anything in the Service Agreement to the contrary, Spectrum shall not be liable or responsible, nor shall it provide Service Credits under any Service Level Agreements, for any Service delays, disruptions, degradations, repairs, maintenance, failures or any other Service issues caused by or resulting from Customer Facilities.

Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with other provider's facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of Spectrum and other providers must be provided at Customer's sole expense.

13. CPNI: As a provider of telecommunications and interconnected VoIP services, Spectrum takes seriously its responsibility to protect the confidentiality of its customers' proprietary network information ("CPNI"). Spectrum is committed to protecting its telecommunications and interconnected VoIP service customers' CPNI in accordance with applicable regulatory and statutory requirements. CPNI is customer-specific data that is collected by Spectrum in the course of providing telecommunications or interconnected VoIP services to its customers, and includes information relating to the quantity, technical configuration, type, destination, location, and amount of telecommunications and interconnected VoIP service usage by Customer, and information contained in Customer's bills that is obtained by Spectrum pursuant to its provision of telecommunications or interconnected VoIP service. Customer CPNI will be protected by Spectrum as described herein, in the Spectrum Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding anything else in this Agreement, the following shall not be CPNI: (i) Customer's directory listing information (*i.e.*, Customer's name, address, and telephone number), and (ii) aggregated, deidentified and/or compiled information that does not contain individual customer characteristics, even if CPNI was used as a basis for such information.

- (a)** Spectrum may use and disclose Calling Details and CPNI when required by applicable law.
- (b)** Spectrum may use Calling Details and CPNI and share (including via email) Calling Details and CPNI with its partners and contractors, as well as with Customer's employees and representatives, without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of Spectrum, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of Spectrum Network systems; and (v) to market additional Spectrum services to Customer that are of the same category as the services that Customer purchases from Spectrum.
- (c)** Spectrum will obtain Customer's consent before using Calling Details or CPNI to market to Customer Spectrum services that are not within the categories of Services that Customer purchases from Spectrum. Customer agrees that Spectrum will not be liable for any losses or damages arising as a result of disclosure of Calling Details or CPNI in accordance with the terms of this Attachment.
- (d)** Spectrum will respond to Customer requests for Customer Calling Details only in compliance with Spectrum's then- current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. Spectrum will notify Customer of any requests to change account passwords, activate online account access, and change Customer's account address of record. Spectrum may provide such notice by voicemail, by email or by regular mail to Customer's prior account address of record.
- (e)** Customer may identify a person or persons who are authorized to request Calling Details by executing an Agency Letter provided by Spectrum upon request. Customer is responsible for: (i) ensuring that Spectrum receives timely notice of any changes to the list of authorized individuals identified in the Agency Letter. Spectrum will not be liable to Customer for any disclosure of Calling Details (including CPNI) that occurs if Spectrum has complied with the Agency Letter.
- (f)** Provided that Customer is served by at least one dedicated Spectrum representative under this Attachment B, Spectrum may use any one of the authentication methods specified below to confirm that a person seeking Customer CPNI (including, without restriction, call detail records) is authorized to receive it.
- (g)** Spectrum will not be liable to Customer for any disclosure of CPNI (including call detail records) that occurs if Spectrum has complied with one or more of these authentication methods.
 - **Agency Letter.** As provided in paragraph 12.e, Spectrum may provide CPNI to any individual pursuant to the terms of an Agency Letter.

- Circuit ID. Spectrum may provide Customer CPNI to an individual that correctly identifies a Customer Circuit ID— i.e., a Spectrum-specific identifier assigned to a data or voice network connection between two locations.
- Premier Code. Spectrum may provide Customer CPNI to an individual that correctly identifies Customer’s Premier Code—i.e., a 4-digit code that Spectrum may provide to Customer.
- Security Code (CPNI code) Spectrum may provide Customer CPNI to an individual that correctly identifies the account’s security code – i.e., a 4-digit code that Spectrum may provide to Customer.
- Last 4 digits of any MAC addresses listed on account. Spectrum may provide Customer CPNI to an individual that correctly identifies the last 4 digits of the MAC address of any Spectrum-issued device listed on the account – i.e., a cable modem, telephony equipment, set top boxes, etc.
- Full serial number of any piece of Spectrum Equipment on Customer’s account. Spectrum may provide Customer CPNI to an individual that correctly identifies the full serial number of any Spectrum-issued equipment listed on the account - i.e., a cable modem, telephony equipment, set top boxes, etc.

Spectrum reserves the right to add, remove, or alter these authentication methods in its sole discretion.

In the event of a conflict or inconsistency between the CPNI terms in this Attachment B and the remainder of the Service Agreement, the CPNI terms in Attachment B shall control.

14. Directory Listings: Spectrum will facilitate the inclusion of its business customers in alphabetical white and yellow pages directories and/or electronic compilations, as requested and available in Spectrum’s service area. These listings are intended as a resource for interested parties who can use them to find the telephone numbers of Spectrum customers who subscribe to Communications Services. Spectrum, in its sole discretion, may limit the length of any listing in a directory or electronic compilation by abbreviating the listing. Listings may be subject to additional rules and restrictions. Toll free and private number service may be available to Customer for an additional charge. A listing may be omitted from a directory or electronic compilation upon Customer’s request.

IN THE EVENT THAT A MATERIAL ERROR OR OMISSION IN CUSTOMER’S DIRECTORY LISTING INFORMATION, REGARDLESS OF FORM, IS CAUSED BY SPECTRUM, CUSTOMER’S SOLE AND EXCLUSIVE REMEDY SHALL BE A SERVICE CREDIT IN AN AMOUNT SET BY SPECTRUM’S THEN-CURRENT STANDARD POLICIES OR AS PRESCRIBED BY APPLICABLE REGULATORY REQUIREMENTS, IF ANY. SPECTRUM SHALL HAVE NO OTHER LIABILITY FOR ANY ERROR OR OMISSION IN ANY DIRECTORY LISTING INFORMATION.

15. Usage Rates/Minute Packages: Communications Services may be subject to usage pricing plans or minutes of use packages that apply charges for certain calls, including international calls and inbound toll-free calls. Unless otherwise specified in Customer’s Service Order or Contract, usage pricing plans or packages are available for Trunking Service at enterprise.spectrum.com/services/voice/enterprise-trunking/rates.html and for Unified Communications at enterprise.spectrum.com/services/voice/unified-communications/rates.html. Spectrum reserves the right to change its usage pricing plans and packages at any time.

16. Number Porting: Upon submission of a Service Order, Customer may port a telephone number within the rate center for its particular Service Location, or a toll-free number from an existing toll-free service provider, to Spectrum for use with Communications Services. Customer represents and warrants that it has all necessary rights and authority for any porting request, will provide copies of letters of authority authorizing the same upon request, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SPECTRUM AND ITS AFFILIATES FROM ANY THIRD-PARTY CLAIM RELATED TO OR ARISING OUT OF ANY PORTING REQUEST. Spectrum shall coordinate telephone number porting with Customer’s former local service provider (“FLSP”) or former toll-free service provider, as appropriate, using the operational process for coordinating telephone number porting as prescribed by the appropriate regulatory authority.

Spectrum may receive requests to port a telephone number currently assigned to Customer to a third -party service provider. Customer agrees that until such time as the porting process has been completed and no further traffic for any ported telephone number traverses the Spectrum Network, Customer shall remain bound by the terms of the Service Agreement and this Attachment (including, without limitation, Customer’s obligation to pay for any applicable Services) for any and all traffic which remains on any Customer telephone numbers.

Notwithstanding the foregoing, Customer shall notify Spectrum at least five (5) business days in advance of Customer requesting more than twenty (20) telephone numbers to be ported from Spectrum to another service provider. Customer has no property right in telephone number(s) or any other call number designations associated with the Communication Services, and Spectrum may change such numbers as deemed necessary.

17. Call Redirect: If a PRI Service, Analog Lines over Fiber, or Hosted Communication Service Customer elects to redirect calls to an alternate number and if the receiving telephone number is charged as domestic long distance, charges will be applied against Customer's MOU package on the account or, if exceeded, at the applicable long distance rates.

18. Fiber Internet Access Bundles: If Customer purchases a discounted bundled offering from Spectrum including a SIP Trunking Service or Hosted Communications Services combined with Spectrum Fiber Internet Access, Customer must have the Trunking or Hosted Communications Service installed and billing within four months after the provisioning and turn-up of the bundled data circuit.

The monthly recurring charge will revert to the non-bundled rate for the installed service if Customer fails to accept both Services within this timeframe.

19. Unified Communications Service Data: Spectrum and any third-party service provider Spectrum uses to provide Unified Communications Services may use Customer data provided to such service provider in the course of the performance of the Unified Communications Services, including but not limited to any personal data of Customer's employees ("UCS Data"), other than content transmitted by the Unified Communications Services, to (a) communicate with Spectrum or Customer, and (b) administer and/or perform this Service Agreement, any Service Order, and/or any agreement between Spectrum and such third-party service provider. Spectrum and such service provider may access or disclose UCS Data and related information, to: (i) satisfy legal requirements, comply with the law or respond to subpoenas, warrants or court orders, or (ii) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of Spectrum's or such service provider's employees, customers or the public.

20. Voicemail; Call Recording and HIPAA. This paragraph shall apply if Customer is a Covered Entity or Business Associate under HIPAA. If Customer is a Covered Entity or Business Associate, and intends to create, receive, maintain or transmit protected health information ("PHI") through the use of the Hosted Communications Services, Customer agrees that with regard to the Voice Services (i.e. telephone service alone), Spectrum is acting solely as a "conduit". Under HIPAA, a "conduit" is a party that transports information but does not access it other than on a random or infrequent basis necessary for the performance of the transportation service or as required by law. However, Customer agrees that it shall notify Spectrum, and the parties shall enter into Spectrum's Business Associate Agreement, if Customer is to receive or store any PHI on the voicemail or call recording features of the Hosted Communications Services, both of which must occur before such receipt or storage of PHI. In such event, Customer further agrees that it shall not enable or otherwise use any "voicemail to e-mail" feature in connection with the Hosted Communications Services. As used herein, "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing rules and regulations, and "Covered Entity," "Business Associate," and "protected health information" shall have their respective meanings as defined by HIPAA.

21. Webex End User Terms. When using Webex products or services offered through Spectrum, Customer and each End User agrees and accepts Cisco's applicable Webex terms, including the following:

(i) Cisco Privacy Data Sheets for Webex Meetings and Webex Teams available at:

https://trustportal.cisco.com/c/r/ctp/trust-portal.html#/customer_transparency, and

(ii) Cisco End User License Agreement for the Cisco client software installed by Customer or End User available at www.cisco.com/go/eula.

Attachment C

Spectrum Business High-Speed Internet Service ("Internet Service")

Spectrum Business High-Speed Internet Service¹: Internet access service implemented using a hybrid fiber/coax ("HFC") or a fiber access network. Customer interface to the data network is via Ethernet connection. Internet Service enables a variety of upstream and downstream rates. If Customer elects to receive Internet Service, Spectrum shall provide connectivity from Customer site(s) to Customer's data network.

Certain Internet Services, or features of Internet Services, may not be available in all service areas and may change from time to time, in Spectrum's sole discretion. In addition, certain non-facilities-based services provided by third parties may be offered to Customer by Spectrum ("Third-Party Services"). Third Party Services may be subject to additional terms and conditions. Except to the limited extent described in this Attachment, Spectrum makes no warranties of any kind (express or implied) regarding Third-Party Services and hereby disclaims any and all warranties pertaining thereto (including implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose). Spectrum does not have title to and is not the manufacturer of any software or hardware components of any Third-Party Services nor is Spectrum the supplier of any components of such software or hardware. IN NO EVENT SHALL SPECTRUM BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY THIRD-PARTY SERVICES.

Customer's use of the Internet Service is subject to the following additional terms and conditions:

1. **Minimum Equipment Requirements.** Customer shall maintain certain minimum equipment and software to receive the Internet Service (see www.business.spectrum.com for the current specifications). The minimum configuration standards may change, and Spectrum will make reasonable efforts to support previously acceptable configurations; however, Spectrum is not obligated to continue to provide such support. Spectrum may supply Spectrum Equipment such as modems, gateways, routers, or wireless cards, for a fee, to operate the Internet Service. Spectrum reserves the right to provide service only to users with Spectrum-approved equipment. Customer acknowledges that such Spectrum Equipment may require updates and/or changes to the software resident in the Spectrum Equipment and that Customer may be required to perform such updates and/or changes. Customer hereby authorizes Spectrum to perform updates or changes, on-site or remotely from time to time as Spectrum deems necessary, in Spectrum's sole discretion. Customer will not connect any equipment, other than equipment authorized by Spectrum, to the Spectrum Network. When Spectrum installs the Internet Service, Customer will need a network interface card or adapter providing an Ethernet connection. Alternatively, Customer may connect to a networking device (commonly referred to as a router or gateway).
2. **Software.** At the time of installation of the Internet Service, Spectrum may provide Customer with common Spectrum or third-party software (e.g., a browser and plug-ins) to enable and enhance the Internet Service, subject to the license terms and restrictions in the Spectrum Service Agreement. Customer hereby represents and warrants to Spectrum that Customer owns the operating system software and associated use/license rights thereto for the computers that are connected to the Spectrum Network.
3. **Internet Service Speeds.** Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the Internet Service selected by Customer, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum's Network Management Practices.
4. **Security.** Customer shall take commercially reasonable security measures when using the Internet Service and assumes sole responsibility for use of the Internet Service and for access to and use of Customer Equipment used in connection with the Internet Service and Spectrum Network.
5. **Electronic Addresses; Mailboxes.** All non- vanity email addresses, email account names, and IP addresses ("Electronic Addresses") provided by Spectrum (and not through Customer's domain) are the property of Spectrum. Customer may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses.

¹ Customers that purchased Internet services from Time Warner Cable Business Class, Brighthouse Networks, or Charter before June 11, 2017 may continue to receive the same Internet service plan, features, and supplemental services at the same prices offered as of June 11, 2017 ("Legacy Services") until such time as Spectrum discontinues the Legacy Services by written notice to such Customers. If Customer elects to receive Spectrum Business Internet Services available as of June 11, 2017, then Customer will no longer be eligible to receive any Legacy Services, including, without limitation, any supplemental services or features that may not be available as part of the Spectrum Business Internet Services. Please contact your Spectrum sales representative for further information.

6. **Mailboxes.** Spectrum owns any and all mailboxes associated with the Internet Service and may reclaim such mailboxes at any time for any reason. Spectrum may also limit the number of new email addresses available per account and the number of email messages that may be sent within a 24-hour time period. Spectrum may lock inactive mailboxes and prohibit the mailbox from receiving new email messages. Customer acknowledges that upon termination of Internet Service, Spectrum will suspend all accounts associated with the Internet Service and delete the contents of all mailboxes, if any. Deleted content cannot be recovered. Email addresses are not permanently retired and become eligible to be reused at Spectrum's sole discretion.
7. **Mail Storage.** In no event will Spectrum be responsible for maintaining, and Spectrum will not guarantee storage of, email for any period of time. Spectrum also reserves the right to enforce email storage limits.
8. **Cookies.** Customer may access their Spectrum email account at <https://www.spectrumbusiness.net> or by using the Customer's software application (e.g., Outlook, Outlook Express, Apple Mail). When accessing email at <https://www.spectrumbusiness.net>. Customer must have its Internet browser configured to accept cookies. Spectrum will notify the End User if the browser is not configured to accept cookies.
9. **Changes of Address.** Spectrum may change addressing schemes, including email and IP addresses provided by Spectrum.
10. **Acceptable Use Policy.** Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP") found at www.business.spectrum.com and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP.
11. **Spectrum Business WiFi.** Spectrum Business WiFi supported by a Spectrum-provided wireless router is a service available to certain Customers and provides wireless access to the Internet Service within the Service Location ("WiFi Network"), for which Customer may be charged a fee consistent with Spectrum's then-current practices. Customer must purchase Spectrum Internet Service in order to receive Spectrum Business WiFi. The Spectrum-provided WiFi router comes programmed with certain default settings and configurations for the WiFi Network. Customer may modify the default settings and configurations on the Spectrum-provided WiFi router although Spectrum recommends maintaining the default configuration and settings. Spectrum does not guarantee the security of the Spectrum-provided WiFi router and Customer's connection to the Internet Service via the WiFi Network. Customer understands and agrees that Customer is solely responsible for the security of its WiFi Network and must enable and use encryption in order to access Spectrum-provided applications. Customer understands that this service is intended to be used by the Customer and its End Users and that Spectrum accepts no liabilities for any third-party usage.
12. **The Spectrum-provided WiFi router** will collect and maintain certain information regarding access to and use of the WiFi Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Spectrum to provide the Internet Service and support, as well as for Spectrum's internal business analytics regarding the use of the Internet Service. Customer acknowledges and agrees that Spectrum shall have access to the network name and password associated with the Spectrum-provided WiFi router in order to provide support and diagnostic services. Spectrum reserves the right to modify the WiFi network name and password for the Spectrum-provided WiFi router in order to safeguard Internet security, the security and privacy of Customer's information, where required by law, or for other good cause to provide, upgrade, and maintain the Internet Service, and protect the network, other users of the Internet, or our customers and subscribers. Abusive, vulgar, offensive, inappropriate or profane WiFi Network names are prohibited and may be modified in Spectrum's sole discretion. Customer acknowledges that the Spectrum-provided WiFi router is Spectrum Equipment.
13. **Spectrum Business WiFi Hotspot.** Spectrum reserves the right to preconfigure the Spectrum-provided WiFi router to distribute a wireless Internet access point (i.e., a Spectrum Business WiFi Hotspot, a "WiFi Hotspot") separate from the WiFi Network. Any use of bandwidth from such wireless access point by third parties will not be considered to be use by the Customer for any purpose. Customer shall have the right to disable such WiFi Hotspot, and shall not be responsible for the security of the WiFi Hotspot.
14. **To be eligible to receive the WiFi Hotspot,** Customer must be receiving Spectrum Internet Service. Subject to the foregoing, Spectrum will, and Customer grants Spectrum permission to, attach, install, maintain, operate, and upgrade WiFi-related equipment, cables and devices ("WiFi Equipment") on and within the Service Location. The WiFi Equipment will be operated by Spectrum, at no cost to Customer, in order to provide the WiFi Hotspot at the Service Location(s). Customer agrees to provide a standard power source for operation of the WiFi Equipment.

(a) Customer's use of the WiFi Hotspot is subject to the following additional terms and conditions:

- i. The WiFi Hotspot made available at Service Location(s) may be accessed by Customer and its End Users through their Spectrum accounts for no additional charge.
- ii. To access the WiFi Hotspot, Customer and its End Users and patrons must have a WiFi-enabled device that meets the technical specifications for the WiFi Hotspot.
- iii. Customer grants Spectrum the right to advertise, market and otherwise promote Customer's location(s) as a WiFi Hotspot access point(s), in any and all forms of media now known or hereafter developed, in Spectrum's sole discretion, and Customer grants Spectrum a license to use Customer's names, trademarks and logos in connection with such advertising, marketing and promotion.
- iv. Customer will not be entitled to receive any refunds or credits should the WiFi Hotspot be interrupted or fail, regardless of the length of time during which the WiFi Hotspot is unavailable.
- v. All WiFi Equipment constitutes Spectrum Equipment. Customer may not relocate or disconnect the WiFi Equipment.

15. Desktop Security Service. Desktop Security Service is made up of software and hardware components. Spectrum is not the manufacturer or supplier of any software or hardware components of the Desktop Security Service. Spectrum shall update the Desktop Security Service from time-to-time based on manufacturer-provided updates.

Attachment D

Fiber Internet Access Service ("FIA Service")

Fiber Internet Access: If Customer elects to receive the FIA Service, Spectrum shall provide Customer with a dedicated, scalable connection over a packet-based infrastructure with Internet service provider ("ISP") peering between Customer's data network identified on a Service Order and Spectrum's facilities.

FIA Service, or features of FIA Service, may not be available in all service areas. Spectrum's FIA Service is "On-Net" if it is provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with "Off-Net" services to geographic locations that are outside of Spectrum's service area or are not currently connected to the Spectrum Network through third party service providers. In addition, certain non-facilities-based services provided by third parties may be offered to Customer by Spectrum ("Third Party Services"). Third Party Services and Off-Net Services may be subject to additional terms and conditions.

Customer's use of the FIA Service is subject to the following additional terms and conditions:

1. **FIA Service Speeds.** Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the FIA Service selected by Customer on the Service Order, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum's Network Management Practices.
2. **Bandwidth Management.** Spectrum shall have the right, but not the obligation, to (a) monitor traffic on its Network; and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by Spectrum) as Spectrum deems appropriate to efficiently manage the Spectrum Network. If Customer purchases Multi-Path FIA Service, Customer must ensure that no individual Path or data flow of such Service exceeds 2 Gbps (i.e. the rate of data transmission between any two MAC addresses and IP addresses). If Customer's Multi-Path FIA Service includes a Path or data flow that exceeds 2 Gbps, Spectrum may limit such Path or data flow to 2 Gbps. For purposes of this Attachment, (i) "Path" shall mean a connection permitting data transmission between a MAC address and IP address and another MAC address and IP address, and (ii) "Multi-Path" shall mean FIA Services permitting data transmission between or among three (3) or more MAC addresses and IP addresses.
3. **Acceptable Use Policy.** Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP") found at <https://enterprise.spectrum.com> (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the Spectrum AUP.
4. **DDoS Protection Services.**
 - (a) This Section only applies if Customer elects to purchase DDoS Protection Service (whether by monthly subscription or on a per incident basis) to enable detection of distributed denial of service ("DDoS") attacks, receive notifications of attacks, mitigation services, and post-event reporting of DDoS attack activity. Spectrum monitors Customer Internet traffic as it travels across Spectrum's Network to detect anomalies that are symptomatic of a volumetric DDoS attack, as reasonably determined by Spectrum (a "DDoS Attack"). Spectrum requires that Customer: (i) provide information regarding Customer's Internet traffic before Spectrum can provision the DDoS Protection Service and (ii) cooperate with Spectrum to conduct mitigation testing in order to activate the DDoS Protection Service. After DDoS Protection Service activation, Spectrum will monitor Customer's Fiber Internet Access (FIA) network traffic flow for variations to the baseline traffic patterns. When the DDoS Protection Service detects an anomaly that is symptomatic of a DDoS Attack, the DDoS Protection Service alerts Spectrum. The DDoS Protection Service and associated countermeasures are configured to reduce disruption of Customer's legitimate traffic, but Customer may experience slower Internet traffic speed during a DDoS Attack. Spectrum will remove the countermeasures and redirect Customer's inbound network traffic to its normal path if Spectrum determines that the DDoS Attack has ended and there is no activity symptomatic of a DDoS Attack for an additional 4 hours. Customer may obtain status updates and reporting from Spectrum through a customer portal, or other means as determined by Spectrum. During the provisioning process, Customer may designate whether Spectrum is to provide "Proactive" or "Reactive" mitigation services as further described below. If Customer has designated Proactive mitigation, Customer may switch to Reactive mitigation and if Customer designated Reactive mitigation, Customer may switch to Proactive mitigation, at any time during the Initial Order Term. Spectrum will use commercially reasonable efforts to implement Customer's change request within five (5) business days of receipt of Customer's request.

(b) DDoS Proactive Mitigation Services: If Customer designates Proactive mitigation services, following service activation, Spectrum will automatically implement countermeasures upon Spectrum's detection of a DDoS attack.

(c) DDoS Reactive Mitigation Services: If Customer designates Reactive mitigation services, Customer understands that Spectrum will not automatically initiate any DDoS countermeasures unless and until a Customer representative calls Spectrum to notify Spectrum that Customer may be experiencing a DDoS Attack. If Spectrum has an existing ticket indicating detection of a DDoS Attack, Spectrum will use commercially reasonable efforts to initiate countermeasures within 15 minutes.

(d) Customer Requirements: DDoS Protection Services are only available in connection with Spectrum's On-Net FIA Services and are not available in all locations. Spectrum's DDoS Protection Service is provided on an FIA connection by FIA connection basis. In the event Customer has more than one FIA connection advertising the same IP address(es), Customer is required to purchase DDoS Protection Service for each FIA connection. Spectrum's ability to provide the DDoS Protection Services is contingent on (i) Customer providing accurate and timely information to Spectrum, including IP addresses and (ii) Customer-provided equipment and software being compatible with the DDoS Protection Service as determined by Spectrum in its sole discretion (e.g., Spectrum will not be able to provide a 3GB DDoS Protection Service if Customer has a 1GB Firewall).

(e) Disclaimers: Customer acknowledges the following additional terms for the DDoS Protection Services:

- i. SPECTRUM DOES NOT SUPPORT, AND SHALL HAVE NO OBLIGATION TO PROVIDE, MITIGATION WITH RESPECT TO IPv6.
- ii. DDoS mitigation only mitigates the effects of certain types of DDoS attacks and is not designed as a comprehensive security solution. When Customer Internet traffic is traveling over the Spectrum Network, Spectrum makes no guarantees that only DDoS attack traffic will be prevented from reaching the destination or that only legitimate traffic will reach Customer.
- iii. Spectrum makes no warranty, express or implied, that: (1) with respect to DDoS Protection Service, all DDoS attacks will be detected; (2) DDoS Protection Service will successfully mitigate the incident, including without limitation if the DDoS attack generates a traffic volume that exceeds the amount of traffic that Spectrum can divert; or (3) the DDoS Protection Services will be uninterrupted or error-free.

(f) Termination:
If Customer terminates any FIA Service for which Customer has also subscribed to DDoS Protection Service for any reason other than Spectrum's material, uncored breach, then Customer shall be deemed to have terminated the corresponding DDoS Protection Service and Customer shall pay any applicable Termination Charges in accordance with the Service Agreement.

5. **DDoS Protection Incident Services.** DDoS Protection Incident Services is available if Customer is not an active DDoS Protection subscriber and requests one-time DDoS attack mitigation.

(a) Email Order. DUE TO THE URGENT NATURE TO MITIGATE A DDOS ATTACK, CUSTOMER MAY ORDER DDOS PROTECTION INCIDENT SERVICE VIA EMAIL. TO INITIATE DDOS PROTECTION INCIDENT SERVICE, CUSTOMER MAY AUTHORIZE COMMENCEMENT OF SERVICES VIA SPECTRUM'S THEN- DESIGNATED EMAIL ACCEPTANCE PROCESS. CUSTOMER'S AFFIRMATIVE REPLY ACCEPTING DDOS PROTECTION INCIDENT SERVICE WILL CONSTITUTE A BINDING AGREEMENT BETWEEN CUSTOMER AND SPECTRUM AND CUSTOMER SHALL PAY AN INCIDENT CHARGE FOR EACH MITIGATION WINDOW (DEFINED BELOW) IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT AND AS OUTLINED IN THE AGREED TO EMAIL ACCEPTANCE PROCESS. The per-Mitigation Window incident charge is based on the FIA circuit bandwidth and will be set forth in the email referenced herein.

(b) During the provision of DDoS Protection Incident Service, Customer may elect to covert to subscription-based DDoS Protection Service by contacting Customer's sales account representative.

(c) Promptly after Spectrum's receipt of the email indicating acceptance, DDoS Protection countermeasures will start the Mitigation Window. The DDoS Protection Service and associated countermeasures are configured to reduce disruption of Customer's legitimate traffic, but Customer may experience slower Internet traffic speed during a DDoS Attack. Spectrum will continue countermeasures for the duration of each Mitigation Window. Once Spectrum determines that the DDoS Attack has ended and there is no activity symptomatic of a DDoS Attack then, at the conclusion of the Mitigation Window, DDoS Protection Incident Service will end and Spectrum will redirect Customer's inbound network traffic to its normal path.

(d) Mitigation Window: A “Mitigation Window” means Spectrum’s provision of DDoS Protection Incident Service for a consecutive 72 hour period that begins when Customer accepts the DDoS Protection Incident Service via email reply to Spectrum and Spectrum commences the DDoS Protection Incident Service. Unless Customer requests termination of DDoS Protection Incident Service, if an attack persists beyond a single 72- hour Mitigation Window, Spectrum will commence new subsequent 72-hour Mitigation Windows until the DDoS attack subsides or Customer requests termination of DDoS Protection Incident Service. Each subsequent Mitigation Window is subject to additional fees.

Attachment E

WIDE AREA NETWORK (“WAN”) SERVICES

Ethernet, Cloud Connect and Wavelengths

1. Ethernet Service: Spectrum will provide Ethernet Services for Customer locations connected over coaxial and/or fiber-optic cable. Connectivity is established between two or more Customer end-points under a unique customer topology. Spectrum will install the coaxial or fiber-optic cable into each Customer site as listed in the Service Order(s). Spectrum will also supply an edge or network interface device, which is Spectrum Equipment, at each site that will be capable of receiving the Service as specified in the Service Order(s).

Spectrum’s Ethernet Services are “On-Net” if they are provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with “Off-Net” services to geographic locations that are outside of Spectrum’s service area or are not currently connected to the Spectrum Network through third party service providers. Off-Net Services may be subject to additional terms and conditions.

2. Cloud Connect Service: Spectrum will provide a Cloud Connect Service allowing Customer a private, layer 2 connectivity to cloud service providers (CSPs). Therefore, all terms herein shall apply to the Cloud Connect Service in addition to the Ethernet Service.

3. Wavelengths Service: Spectrum will provide Wavelengths for Customer locations connected over fiber-optic cable. Wavelengths are a high speed (10Gbps and 100Gbps), optical data transport solution that uses dense wave division multiplexing (DWDM) technology, delivering low-latency bandwidth across Spectrum Enterprise’s dense fiber network. Connectivity is established between two Customer end-points in a point-to-point topology. Spectrum will install the fiber-optic cable into each Customer site as listed in the Service Order(s). Spectrum will also supply an edge device, which is Spectrum Equipment, at each site that will be capable of receiving the Service as specified in the Service Order(s).

Spectrum’s Wavelengths are “On-Net” if they are provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with “Off-Net” services to geographic locations that are outside of Spectrum’s service area or are not currently connected to the Spectrum Network through third party service providers. Off-Net Services may be subject to additional terms and conditions.

4. Additional terms of use: Customer’s use of Ethernet Service, Wavelength and, as applicable, Cloud Connect Service, are subject to the following additional terms and conditions:

(a) If Customer purchases Multi-Path Ethernet Service, Customer must ensure that no individual Path or data flow of such Service exceeds 2 Gbps (i.e. the rate of data transmission between any two MAC addresses and IP addresses). If Customer’s Multi-Path Ethernet Service includes a Path or data flow that exceeds 2 Gbps, Spectrum may limit such Path or data flow to 2 Gbps. For purposes of this Attachment, (i) “Path” shall mean a connection permitting data transmission between a MAC address and IP address and another MAC address and IP address, and (ii) “Multi-Path” shall mean Ethernet Services permitting data transmission between or among three (3) or more MAC addresses and IP addresses.

(b) Spectrum shall have the right, but not the obligation, to (a) monitor traffic on the Spectrum network, in its sole discretion; and (b) monitor Customer’s bandwidth utilization as Spectrum deems appropriate to efficiently manage its Network.

(c) Customer’s use of Ethernet and/or Wavelengths Services is presumed by Spectrum to be jurisdictionally interstate, pursuant to the Federal Communications Commission’s mixed use “10% Rule” (47 C.F. R. 36.154, 4 FCC Rcd. 1352). It is Customer’s sole responsibility to notify Spectrum if Customer’s use of the Service is not jurisdictionally interstate pursuant to the 10% Rule and, so long as Customer’s use of the Service remains not jurisdictionally interstate, Customer must certify at least annually that this condition remains in effect, using the form and format available upon request from Spectrum. If Customer fails to provide such certification or if the Customer’s certification is inaccurate or invalid, Customer shall be liable for any resulting fees, fines, penalties and/or costs incurred by Spectrum.

In addition, if Spectrum determines that Customer's use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that Spectrum's provision of the Ethernet Services is likely to put Spectrum or its licenses, permits or business at risk, or otherwise cause financial, regulatory or operational problems for Spectrum, then Spectrum may immediately suspend the provision of any or all Ethernet Service under any or all affected Service Orders until such time as either (a) Customer provides Spectrum with satisfactory assurances that Customer's use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) Customer is otherwise brought into full compliance with any applicable laws and regulations. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Indemnified Parties against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by any Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Spectrum Indemnified Parties, to the full extent that such arise from or relate to any fees, fines or penalties incurred by Spectrum as a result of Customer's violation of the 10% Rule.

Attachment F

Managed Services

Software-Defined Wide Area Networking Service (“SD-WAN Service”), Managed Network Edge Service (“MNE”), Managed WiFi Service, Managed Router Service (“MRS”), Managed Security Service (“MSS”) and Virtual Security Service (“vSS”) (collectively, “Managed Services,” and each individually, a “Managed Service”)

If Customer elects to purchase a Managed Service, Spectrum shall provide Customer with any required customer premises equipment (“CPE”) through which Customer can receive the purchased Managed Service(s) at Customer’s Service Location(s) across Customer’s network, as may be more particularly described and set forth in the applicable Service Order.

Customer’s use of any of the Managed Services, as applicable, is subject to the following additional terms and conditions:

The Managed Services may include software, firmware, and hardware components supplied by Spectrum or third parties. Spectrum is not the manufacturer or supplier of any software or hardware components of the Managed Services. Spectrum may update a Managed Service from time to time based on manufacturer-provided updates.

Technical Configuration Questionnaire.

Spectrum may request that Customer complete a “Technical Configuration Questionnaire” to obtain necessary information in order to provide a Managed Service. Incomplete or incorrect configuration information may adversely affect the Managed Service.

Security Limitations.

In accordance with the Disclaimer of Warranty and Limitation of Liability section of Spectrum’s Terms of Service, Customer assumes sole responsibility for use of the Managed Service and for access to and use of Customer Equipment used in connection with the Managed Service.

1. SOFTWARE DEFINED WIDE AREA NETWORK SERVICE: This section applies only if Customer purchases SD-WAN Service.

(a) Spectrum shall provide Customer with one or more SD-WAN CPE through which Customer can deploy and use Virtual Private Network connectivity and associated virtualized network functions at Customer’s Service Location(s) across Customer’s network, as may be more particularly described and set forth in the applicable Service Order.

(b) Customer is responsible for Internet connectivity at all Customer’s Service Location(s) in order for Customer to utilize the SD-WAN Service. If Internet connectivity at a Service Location for any reason at any time suffers from degradation or is unavailable, then the SD-WAN Service at such Service Location may be degraded or inoperable.

2. MANAGED NETWORK EDGE SERVICE: This section applies only if the Customer purchases one or more of the following MNE Service categories.

Spectrum shall provide Customer with one or more CPE providing various network functions at Customer’s Service Location(s) across Customer’s network, as may be more particularly described and set forth in the applicable Service Order as per the table below:

Service Category	Service Description
Managed Network Edge	MNE Service provides Customer with router, security, and VPN capabilities at Customer’s Service Locations.
Managed Network Edge WiFi	MNE WiFi Service provides Customer with wireless Networking connectivity at Customer’s Service Locations.
Managed Network Edge Switch	MNE Switch Service provides Customer with Layer 3 switching at Customer’s Service Locations.

Managed Network Edge Camera	MNE Camera Service provides Customer with CPE for capturing video data at Customer's Service Locations.
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- (a) Customer is responsible for Internet connectivity at all Customer's Service Location(s) in order for Customer to utilize the MNE Service. If Internet connectivity at a Service Location for any reason at any time suffers from degradation or is unavailable, then the MNE Service at such Service Location may be degraded or inoperable.
- (b) Applicable to Spectrum MNE WiFi and MNE Camera: Spectrum will provide Customer with "Wireless Access Plan" with MNE Wireless and/or MNE Camera Services to identify recommended placement locations and coverage areas (based on square footage) consistent with quantity of devices ordered. As with any wireless service, actual coverage may vary from design and is limited based on varying factors such as but not limited to the number of devices deployed, distance from power source, structural impediments, and other interference factors. It is Customer's responsibly to purchase additional Managed Network Edge WiFi or Camera Services to augment coverage as may be needed.

3. MANAGED WIFI SERVICE: This section applies only if Customer purchases the Managed WiFi Service.

(a) Spectrum will provide Managed WiFi solution with wireless access points ("WAPs") deployed at the designated Service Location to enable designated users of the Customer's choice to wirelessly access the Internet as more specifically set forth in a Service Order. Managed WiFi Service or certain features, may not be available in all service areas and may change from time to time, in Spectrum's sole discretion

(b) Internet Access. Spectrum may provide Managed WiFi Service to locations that use a centralized Internet access configuration where Spectrum will not be the primary Internet access provider if Customer purchases an Internet access Service for the sole purpose of providing Spectrum Enterprise out of bandwidth management ("OOB"). OOB service would only provide connectivity to the Managed WiFi Service equipment (switches and controllers).

(c) Connectivity to Local Area Networks. Configuration of the Managed WiFi Service will be as agreed in the WiFi questionnaire completed by the Parties. Managed WiFi Service may provide a separate SSID for employee Internet access if specified on the WiFi questionnaire. A second WLAN will be created on the wireless network with its own VLAN assigned. The aggregation switch will be configured to hand off an Ethernet Service port to Customer. In this scenario, network functions (Dynamic Host Configuration Protocol (DHCP) and Network Address Translation (NAT), for example) may be handled by Customer's LAN. Customer will need to train and engage Customer's staff for all ongoing support issues. The Managed WiFi Service does not include support for connectivity to any device (printers, laptops, computers, routers, etc.).

4. MANAGED ROUTER SERVICE: This section only applies if Customer purchases MRS.

(a) Spectrum will provide a managed router solution with a router deployed at the designated Service Location configured according to the Questionnaire. MRS or certain features, may not be available in all service areas and may change from time to time.

(b) Connectivity. MRS is only available when connected via Spectrum FIA, Spectrum High Speed Internet Service, or Spectrum Ethernet services including in-network and Type II connections. A third party connection can be used as a secondary connection where Spectrum is providing the primary connection.

(c) Termination. If Customer terminates any Spectrum connection service for which Customer has also attached the MRS, leaving the Manager Router connected only to non-Spectrum service for any reason other than Spectrum's material, uncured breach, then Customer shall be deemed to have terminated the corresponding MRS and Customer shall pay any applicable Termination Charges in accordance with the Terms of Service. In all cases, MRS cannot be delivered unless connected to a Spectrum service and shall be considered terminated if there is no Spectrum connection service.

5. MANAGED SECURITY SERVICE: This section only applies if Customer purchases MSS.

(a) Spectrum will provide a managed firewall solution with a firewall deployed at the designated Service Location configured according to the Questionnaire. MSS or certain features, may not be available in all service areas and may change from time to time.

(b) Connectivity. MSS is only available when connected via Spectrum FIA or Spectrum High Speed Internet services including in-network and Type II connections. A third party connection can be used as a secondary connection where Spectrum is providing the primary connection.

(c) Standard and Advanced. MSS has two service levels with different features available. MSS Standard provides firewall functions such as port forwarding and NAT. MSS Advanced provides the features from MSS Standard plus additional features such as anti-virus/anti-malware, URL and web filtering, content filtering, intrusion prevention system (IPS) and deep packet inspection. Only the features purchased shall be provided to Customer.

(d) Termination. If Customer terminates any Spectrum connection service for which Customer has also attached MSS leaving MSS connected only to a non-Spectrum service for any reason other than Spectrum's material, uncured breach, then Customer shall be deemed to have terminated the MSS and Customer shall pay any applicable Termination Charges in accordance with the Terms of Service. In all cases, MSS cannot be delivered unless connected to a Spectrum service and shall be considered terminated if there is no Spectrum connection service.

6. **VIRTUAL SECURITY SERVICE:** This section only applies if Customer purchases vSS

(a) vSS delivers firewall capabilities through a virtual firewall hosted in a Spectrum Data Center. The Data Center location is based on the geographic location of Customer site(s) and other considerations made at Spectrum's sole discretion.

(b) Connectivity. vSS is only available when connected via Spectrum Ethernet, Spectrum FIA, and/or SD-WAN Service(s) including in-network and Type II connections.

(c) Standard and Advanced. vSS has two service levels with different features available. vSS Standard provides firewall functions such as port forwarding, VPN support and NAT. vSS Advanced provides the features from vSS Standard plus additional features such as anti-virus/anti-malware, URL and web filtering, content filtering, intrusion prevention services (IPS) and deep packet inspection. Only the features purchased shall be provided to Customer.

(d) Termination. If Customer terminates any Spectrum connection service for which Customer has also attached the vSecurity Service then Customer shall be deemed to have terminated the corresponding vSS and Customer shall pay any applicable Termination Charges in accordance with the Terms of Service. In all cases, vSS cannot be delivered unless connected to a Spectrum service and shall be considered terminated if there is no Spectrum connection service.

Attachment G

Wireless Internet Access Service

Spectrum Wireless Internet Access Service: Wireless Internet access service is a fixed-location data service, not a voice service that is implemented using 4G LTE Internet access technology ("WIA Service"). The network used to transmit the data services that support WIA Service is owned and operated by a licensed commercial mobile network operator(s) and not Spectrum (the "Third-Party Network"). WIA Service may not be available in all Spectrum service areas.

Spectrum offers two types of WIA Service: **Wireless Internet** and **Wireless Internet Backup**. Customer's use of Wireless Internet and/or Wireless Internet Backup Service is subject to the following additional terms and conditions:

1. **Wireless Internet:**

(a) **Plan Terms.** Wireless Internet is available in multiple service plans with either unlimited data usage per month or with a data allowance limit per month. For Wireless Internet ordered with unlimited data usage, Spectrum reserves the right to revise the wireless data rate of such service plan to 600Kbps when Customer has used 70GB of data within a single monthly billing cycle. At the start of the next billing cycle, the data usage and data speed will reset. For Wireless Internet ordered with a data allowance, once the data allowance is reached in a given monthly billing cycle, excess data charges may apply as outlined in Section 4 below.

(b) **Data Sharing; Excess Data Charges.** If Customer purchases more than one of the same Wireless Internet service plans (excluding unlimited plans), all such same service plans will participate within the same data pool ("Data Pool"). For example, if Customer purchases 3-1GB Wireless Internet service plans and 2-5GB Wireless Internet service plans, then Customer will have two separate Data Pools, a 1GB service plan Data Pool and a 5GB service plan Data Pool. The maximum Data Allowance for a Data Pool is calculated as the Wireless Internet service plan data allowance multiplied by the number of service plans. Any unused data in the maximum Data Allowance for a single service plan within the Data Pool is first applied to the overages for the service plan with the lowest overage need and then to the next lowest overage service plan until the maximum Data Allowance has been applied. If the total data usage is less than the maximum Data Allowance for the Data Pool, there is no excess usage charge. If, however, all of the service plans within the Data Pool collectively exceed the maximum Data Allowance, then Customer shall be subject to additional Service Charges with respect to the excess usage as stated on the applicable Service Order. Unused Data Allowance in a given billing cycle does not "roll over" to future billing cycles. Wireless Internet service unlimited service plans and Wireless Internet Backup services are not eligible for participation within a Data Pool.

2. **Wireless Internet Backup:** Wireless Internet Backup is a secondary Internet service and may have limited functionality during failover of the primary Internet service. Customer may only order Wireless Internet Backup with and for the same Order Term as a new or existing FIA Service (up to a maximum of 200 Mbps) provided by Spectrum, and not a third party provider, for the same Service Location, which service shall be cancelled if the FIA Service is terminated for any reason. The wireless data rate will not exceed 10 Mbps. Spectrum may terminate the Wireless Internet Backup Service if Spectrum determines, in its sole discretion, that: (a) Spectrum is unable to provide the Wireless Internet Backup at the requested Service Location; or (b) Customer is using the Wireless Internet Backup as a primary Internet service. Spectrum's termination of the Wireless Internet Backup Service shall have no effect on the FIA Service, which Service Order will remain in effect.

3. **WIA Billing and Data Usage.** The Service Charges will be billed in the amounts stated on the applicable Service Order. Spectrum invoices for monthly recurring Service Charges, plus applicable taxes, fees, and surcharges, in advance on a monthly basis. All usage-based charges will be invoiced monthly in arrears. Except as set forth below with respect to data sharing, if a Service Order for Wireless Internet sets forth a maximum "Data Allowance" (defined below), then Customer shall be subject to the additional Service Charges with respect to such excess usage that is stated on the applicable Service Order. "Data Allowance" means the aggregate number of gigabytes of data that may be sent and received using the Wireless Internet services in a single monthly billing cycle under the applicable Wireless Internet service plan, rounded up to the nearest gigabyte.

4. **Service Quality.** Spectrum selects the Third-Party Network from multiple network operators for each Service Location. Customer acknowledges that (i) WIA Service may be unavailable if the wireless device used in providing WIA Service is not in range of a transmission site; and (ii) there are many factors that may impact availability and quality of WIA Service, including without limitation, network capacity, signal strength, terrain, trees, placement of buildings, environmental conditions, the characteristics of the physical wireless device and any device to which it is attached, government regulations, maintenance, or other activities affecting service operations;

(iii) service interruptions may occur as a result of acts of third parties that damage or impair the Third-Party Network or in connection with modifications, upgrades, relocations, repairs or other similar activities conducted by the Third-Party Network operator; and (iv) data delays and omissions may occur. Spectrum does not guarantee any bandwidth specifications and actual Internet upload and download speed, also known as throughput rate, may vary. The Third-Party Network operators may also suspend services from time-to-time. Customer waives all rights and claims against Spectrum and the Third-Party Network operators related to, or the result of, the unavailability OR QUALITY of WIA SERVICE AND/OR the Third-Party Network.

5. Power Disruptions. The WIA Service equipment is electrically powered and will not work in a power outage. Spectrum may supply Customer with a battery backup for use in the event of a power outage in connection with the Wireless Internet Backup service. WIRELESS INTERNET ACCESS SERVICE DOES NOT HAVE ITS OWN POWER SUPPLY. IF THERE IS A POWER OUTAGE, WIRELESS INTERNET ACCESS SERVICES WILL NOT WORK.

6. Acceptable Use Policy; Third Party Network Terms.

(a) Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP"), found at www.enterprise.spectrum.com (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP. The AUP shall apply even though the traffic is delivered over a Third-Party Network.

(b) Customer shall not resell the WIA Service, either alone or as part of a solution, to end users. Customer must also comply with the applicable service terms and conditions and acceptable use and other policies of the Third-Party Network operators ("Third-Party Terms") found at:

AT&T Internet of Things Wireless Communications Service Guide
http://serviceguidenew.att.com/sg_flashPlayerPage/M2M

Verizon ThingSpace Terms and Conditions
<https://thingspace.verizon.com/legal/terms-and-conditions/>

The Third-Party Terms may be amended, revised, or supplemented from time to time in the Third-Party Network operator's sole discretion. Customer is solely responsible to verify the applicable Third-Party Terms, including any changes to such Third-Party Terms.

(c) To the extent that the Third-Party Terms or any acceptable use policy are inconsistent with the Spectrum Terms of Service or AUP, the Spectrum Terms of Service and AUP shall control.

7. Security; Use Restrictions. Customer shall take commercially reasonable security measures when using the WIA Service, and Customer assumes sole responsibility for use of the WIA Service and for access to and use of Customer Equipment used in connection with the WIA Service. If Customer Equipment is lost or stolen, Customer shall immediately notify Spectrum in writing so that Spectrum can suspend the WIA Service with respect to such Customer Equipment in order to prevent unauthorized use of the WIA Service. Until Spectrum receives Customer's notification, in a manner directed by Spectrum, of lost or stolen Customer Equipment, Spectrum is entitled to assume that any use of the WIA Service in connection with such device is authorized by Customer and Customer shall be responsible for any such use and associated charges. Customer shall not use WIA Services for any remote medical monitoring or any other activity that is subject to the Health Insurance Portability and Accountability Act. Due to regulatory requirements, Customer must obtain Spectrum's approval before installing, deploying or using any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate WIA Services.

8. Termination.

(a) If Customer cancels a WIA Service, in addition to any applicable Termination Charges, Customer shall pay all Service Charges for the WIA Service through the end of the monthly billing period during which the WIA Service was cancelled, including charges for exceeding any data usage limitations that applied to a WIA Service plan, and applicable taxes and fees.

(b) When a line of service is terminated, Customer shall ensure that the Equipment that was activated on that line ("Terminated Equipment") does not register or attempt to register after such termination on the Third-Party Network on which the WIA Service had been provided. Spectrum shall have the right to use over-the-air means to access Terminated Equipment for the purpose of downloading software or the Third-Party Network operator's then-current preferred roaming list designed to disable Terminated Equipment to prevent attempts to contact the Third-Party Network.

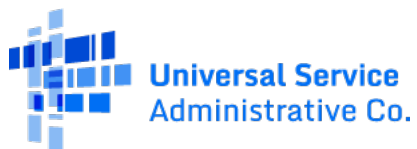
(c) Spectrum may terminate WIA Service immediately upon notice to Customer if Spectrum is no longer permitted by the Third-Party Network operator to provide WIA Service to its customers for any reason.

NO THIRD-PARTY LIABILITY. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE THIRD-PARTY NETWORK OPERATORS OR THEIR AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN SPECTRUM OR ITS LICENSORS AND THE THIRD-PARTY NETWORK OPERATORS. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT : (A) THE THIRD-PARTY NETWORK OPERATORS AND THEIR AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR; (B) DATA TRANSMISSIONS AND MESSAGES MAY BE DELAYED, DELETED OR NOT DELIVERED, (C) THE SERVICE IS A FIXED-LOCATION DATA SERVICE, NOT A VOICE SERVICE, AND 911 OR SIMILAR EMERGENCY CALLS MAY NOT BE COMPLETED, AND (D) THE THIRD-PARTY NETWORK OPERATORS CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CONNECTIVITY SERVICES.

Coversheet

Discuss and Vote on 1:1 Laptops for Incoming Freshmen 2022-2023 School Year

Section:	V. School Business
Item:	F. Discuss and Vote on 1:1 Laptops for Incoming Freshmen 2022-2023
School Year	
Purpose:	Vote
Submitted by:	
Related Material:	USAC Approval.pdf GST.pdf Lenovo.pdf CDW.pdf



December 20, 2021

ECF Funding Commitment Decision Letter

2021

Contact Information:

Ashton David
 EL CAMINO REAL CHARTER HIGH SCH
 5440 VALLEY CIRCLE BLVD
 WOODLAND HILLS CA 91367 - 5949
adavid@infinitycomm.com

ECF FCC Form 471: ECF202110188

BEN: 102756
Obligation File: 6
Application Nickname: El Camino Real Charter HS
 Laptops and Hotspot Service

Totals

Total Committed	\$463,735.00
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What is in this letter?

Thank you for submitting your Emergency Connectivity Fund (ECF) funding application.

Attached to this letter, you will find the funding statuses for the ECF FCC Form(s) 471, Services Ordered and Certification Form, referenced above.

The Universal Service Administrative Company (USAC) is sending letters to both the associated applicant and the service provider(s) so that you can work together to complete the funding process.

Next Steps

Submit Requests for Reimbursement to the Emergency Connectivity Fund (ECF) Portal.¹

The Commission in the *Emergency Connectivity Fund Report and Order* provided two ways for applicants to be able to invoice for eligible equipment and services through the Emergency Connectivity Fund Program.² Applicants and service providers, who agree to invoice on behalf of the applicant(s), are allowed to submit ECF Program requests for reimbursement.

¹ The *Emergency Connectivity Fund Report and Order* directed USAC to make the invoicing system available 15 days after the issuance of the first wave of commitments for the Emergency Connectivity Fund Program. *Establishing the Emergency Connectivity Fund to Close the Homework Gap*, WC Docket No. 21-93, Report and Order, FCC 21-58, para. 98 (rel. May 11, 2021) (*Emergency Connectivity Fund Report and Order*) If your funding commitment was released as part of the first wave, you may need to wait 15 days prior to submitting your request for reimbursement. USAC will announce when the invoicing system is available and requests for reimbursement can be submitted.

² *Emergency Connectivity Fund Report and Order*, at para.93.



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- **If you (the applicant) are invoicing:** After receiving the ECF-supported eligible equipment and/or services, you will file the [ECF FCC Form 472](#), the Billed Entity Applicant Reimbursement (BEAR) Form to invoice for reimbursement of the ECF-supported eligible equipment and/or services. If you request reimbursement prior to paying your service provider(s), you will be required to provide verification that you paid your service provider(s) within 30 days of receipt of funds.
- **If your service provider(s) is invoicing:** The service provider(s) must provide the ECF-supported eligible equipment and/or services and then file the [ECF FCC Form 474](#), the Service Provider Invoice (SPI) form, to invoice for reimbursement for the ECF-supported eligible equipment and/or services provided.

Applicants and service providers, who agree to invoice on behalf of the applicant(s), must provide invoices detailing the items purchased, along with the requests for reimbursement. In general, any request for reimbursement submitted without the necessary information will be rejected with an explanation as to the deficiency, and the funding recipient will need to timely resubmit its invoice submission in order to receive reimbursement.

Notice on Rules and Requirements

The applicants' receipt of funding commitments is contingent on their compliance with all federal, statutory, regulatory, and procedural requirements of the ECF Program and the FCC's rules. This also includes the certifications under penalty of perjury contained in their funding application(s). Funding recipients are subject to audits and other reviews that the Commission and other appropriate authorities may undertake periodically to ensure that committed funds are being used in accordance with such requirements and for their intended purpose. Please see paragraphs 116-134 of the Commission's *Emergency Connectivity Fund Report and Order* for more information regarding the Program's documentation, certification, and audit requirements.

As referenced in paragraph 101 of the *Emergency Connectivity Fund Report and Order*, attached to this letter is the full text of Appendix A to 2 CFR Part 170, which provides additional information about the reporting requirements for reporting executive compensation (through <https://www.sam.gov>) and subaward activity (through <http://www.fsr.gov>) under the Federal Funding Accountability and Transparency Act of 2006 as amended by the Digital Accountability and Transparency Act of 2014 (collectively the Transparency Act or FFATA/DATA Act) for award and subaward payments that equal or exceed \$30,000.

On behalf of the FCC, USAC may be required to reduce or cancel funding commitments that were not issued in accordance with these requirements, whether due to action or inaction of USAC, the applicant, or the service provider. The Commission and other appropriate authorities may pursue enforcement actions and other means of recourse to collect improperly disbursed funds.

How to Appeal or Request a Waiver of a Decision

You can appeal or request a waiver of a decision in this letter **within 30 calendar days** of the date of this letter. Failure to meet this deadline will result in an automatic dismissal of your appeal or waiver request. **Please note that this is shorter than the deadline for appeals in the E-Rate Program.**



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Note: The Federal Communications Commission (FCC) will not accept appeals of ECF Program decisions that have not first been submitted and addressed in the Emergency Connectivity Fund (ECF) Portal. However, if you are seeking a waiver of ECF Program rules, you must submit your request directly to the FCC and not in the ECF Portal. Waivers of the ECF Program rules cannot be addressed within the ECF Portal.

- **To submit an appeal that is not a waiver**, visit the Appeals section in the [Emergency Connectivity Fund \(ECF\) Portal](#) and provide the required information. USAC will reply to your appeal submissions to confirm receipt. Visit the ECF Program's [website](#) for additional information on submitting an appeal, including step-by-step instructions.
- **To request a waiver of the FCC's rules**, please submit your request to the FCC in proceeding number WC Docket No. 21-93 using the [Electronic Comment Filing System](#) (ECFS). Include your contact information, a statement that your filing is a waiver request, identifying information, the FCC rule(s) for which you are seeking a waiver, a full description of the relevant facts that you believe support your waiver request and any related relief, and any supporting documentation.

For all appeals and waivers, be sure to keep a copy of your entire appeal or waiver document, including any correspondence and documentation, and provide a copy to the affected service provider(s).



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ECF Funding Commitment Decision Overview

2021

Funding Commitment Decision Overview

Funding Request Number (FRN)	Service Provider Name	Amount Requested	Amount Committed	Status
ECF2190013936	T-Mobile USA, Inc.	\$38,160.00	\$38,160.00	Funded
ECF2190014147	Lenovo United States	\$400,000.00	\$425,575.00	Funded



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FRN ECF2190013936	Service Type Services	Status Funded
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Dollars Committed			
Monthly Cost		One-time Cost	
Months of Service	12		
Total Eligible Recurring Charges	\$38,160.00	Total Eligible One Time Charges	\$0.00
Total Charges		\$38,160.00	
Committed Amount		\$38,160.00	

Dates	
Service Start Date	7/1/2021
Service End Date	6/30/2022
Service Delivery Date	6/30/2022
Invoice Deadline Date	8/29/2022

Service Provider Information	
Service Provider	T-Mobile USA, Inc.
SPIN (498ID)	143026181

Consultant Information	
Consultant Name	Ashton David
Consultant's Employer	Infinity Communications & Consulting
CRN	16043605

Funding Commitment Decision Comments

Approved as submitted.



BEN Name: EL CAMINO REAL CHARTER HIGH SCH
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FRN ECF2190014147	Service Type Equipment	Status Funded
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Dollars Committed			
Monthly Cost		One-time Cost	
Months of Service	12		
Total Eligible Recurring Charges	\$0.00	Total Eligible One Time Charges	\$425,575.00
Total Charges		\$400,000.00	
Committed Amount		\$425,575.00	

Dates	
Service Start Date	7/1/2021
Service End Date	6/30/2022
Service Delivery Date	6/30/2022
Invoice Deadline Date	8/29/2022

Service Provider Information	
Service Provider	Lenovo United States
SPIN (498ID)	143052903

Consultant Information	
Consultant Name	Ashton David
Consultant's Employer	Infinity Communications & Consulting
CRN	16043605

Funding Commitment Decision Comments

MR1: FRN Line Item #2 was for both Sales Tax and Recycling fees and was split to agree with the applicant documentation. The new FRN Line Item # for Recycling fees is Line item #3 for the amount of \$4,000.00. The product or service remaining in the original FRN Line Item # is Sales tax for the amount of \$11,000.00.

MR2: The FRN line 2 was modified from \$11,000.00 to \$36,575.00 for sales tax to agree with the applicant documentation.



BEN Name: EL CAMINO REAL CHARTER HIGH SCH
BEN: 102756
ECF FCC Form 471: ECF202110188
Obligation File: 6

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

- i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

- i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR § 170.320;
- ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and,
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under sections 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <https://www.sam.gov>
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards) and,



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(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under sections 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions.*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. § 551(1) and further clarified by 5 U.S.C. 552(f).
2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and
 - iv. A domestic or foreign for-profit organization
3. *Executive* means officers, managing partners, or any other employees in management positions.
4. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)).

[2 CFR Part 170; 85 FR 49526, Aug. 13, 2020]



IT & AV Solutions for a Connected World

GST SOLUTION PROPOSAL

GST STATEMENT OF WORK:

Ryan G_ECRCHS_Lenovo 300w_01212022

El Camino Real Charter High School

Ryan Guinto

r.guinto@ecrchs.net

Quote # 107386

Version 4

Thursday, February 03, 2022

Golden Star Technology

Min Joo

Email: mjoo@gstes.com

Phone: (562) 345-8744

12881 166th Street

Cerritos, CA



IT & AV Solutions for a Connected World

GSTINC.COM 800.833.0128

Ryan G_ECRCHS_Lenovo 300w_01212022



Prepared by:

Golden Star Technology

Min Joo
mjoo@gstes.com
(562) 345-8744

Prepared for:

El Camino Real Charter High School

Ryan Guinto
r.guinto@ecrchs.net
(818) 595-7575
5440 Valley Circle Blvd

Quote Information:

Quote #: 107386

Version: 4
Delivery Date: 02/03/2022
Expiration Date: 02/28/2022

Woodland Hills, CA 91367

Hardware

Item	Description	Qty	Price	Ext Price	Tax
1 82J1000JUS	Lenovo 300w Gen 3 11.6" Touchscreen Convertible 2 in 1 Notebook - HD - 1366 x 768 - AMD 3015e Dual-core (2 Core) 1.20 GHz - 4 GB RAM - 128 GB SSD - Abyss Blue - AMD Chip - Windows 10 Pro - AMD Radeon Graphics - In-plane Switching (IPS) Technolo	1000	\$494.29	\$494,290.00	9.5%
2 4Z11D05519	Lenovo Case for Lenovo 300e/500e Chromebook Gen 3 / 300w/500w Gen 3	1000	\$19.63	\$19,630.00	9.5%

Referenced NASPO Contract: Lenovo NASPO MNWNC-117

Subtotal: \$513,920.00
Tax Subtotal: \$48,822.40

Software

Item	Description	Qty	Price	Ext Price	Tax
1 5PS0N75694	Lenovo Depot Repair + Accidental Damage Protection - 4 Year Extended Service - Service - Service Depot - Maintenance - Parts & Labor - Physical Service	1000	\$0.00	\$0.00	0%

E-Waste

Item	Description	Qty	Price	Ext Price	Tax
1 E-Waste-4-14	More than 4 inches but less than 15 inches	1000	\$4.00	\$4,000.00	0%



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E-Waste

Item	Description	Qty	Price	Ext Price	Tax
				Subtotal:	\$4,000.00
				Tax Subtotal:	\$0.00

Shipping

Item	Description	Qty	Price	Ext Price	Tax
1	GST-SHIPPING SHIPPING CHARGE	1	\$0.00	\$0.00	0%

Quote Summary

Description	Amount
Hardware	\$513,920.00
E-Waste	\$4,000.00
Subtotal:	\$517,920.00
Tax:	\$48,822.40
Total:	\$566,742.40



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▶ Terms & Conditions

THIS PRICE LIST IS A QUOTATION ONLY AND IS NOT AN ORDER OR OFFER TO SELL.

All prices and descriptions are subject to change without notice. No contract for sale will exist unless and until a purchase order has been issued by you and accepted by Golden Star Technology Inc. ("GST"). Acceptance by GST of any offer is expressly conditioned upon your assent to the Terms and Conditions of Sale set forth in GST's invoices.

The prices contained in this list may not be relied upon as the price at which GST will accept an offer to purchase products unless expressly agreed to by GST in writing. Products quoted were selected by GST based on specifications available at the time of the quotation, and are not guaranteed to meet bid specifications. Product specifications may be changed by the manufacturer without notice. It is your responsibility to verify product conformance to specifications of any subsequent contract. All products are subject to availability from the manufacturer. The freight costs listed are estimates. Shipping costs may vary based on time of purchase, quantity ordered, shipment carrier and warehouse sourced. Actual shipping costs will be calculated during shipment and will be reflected on your invoice. For hardware product(s), manufacturer warranty will begin upon physical delivery of the hardware products(by) by the customer or GST warehouse. For software product(s), the manufacturer warranty will begin upon electronic or physical receipt of the software product(s) by you or GST. Any returns must be approved by GST based on manufacturer approval. More details at gstes.com/RMA.

GST is not responsible for compliance with regulations, requirements or obligations associated with any contract resulting from this quotation unless said regulations, requirements or obligations have been passed to GST and approved in writing by an authorized representative of GST.

WE DO EVERYTHING WE CAN TO ENSURE THAT THE PRICES WE HAVE QUOTED ARE CORRECT AND CURRENT, AND WE TRY TO KEEP OUR PRICES CONSTANT. HOWEVER, DUE TO RAW MATERIAL AND LOGISTICS, PRICING MAY INCREASE AT ANY TIME FROM OUR OEM AND VENDORS THAT IS OUT OF OUR CONTROL.

Customer Signature

Date



Shipping address	Billing address	Pending order information
EL CAMINO REAL HIGH SCHOOL 5440 Valley Circle Blvd Woodland Hls CA 91367-5949	EL CAMINO REAL HIGH SCHOOL 5440 Valley Circle Blvd Woodland Hls CA 91367-5949	Date and time:03.02.2022 16:23:34 Quote number: 4280337024

Qty	Part no.	Description	Price	Total
1,000	82J1000JUS	Lenovo 300w AMD G3, AMD 3015e (1.20GHz, 1MB), 11.6 1366 x 768 Multitouch, Windows 10 Pro 64, 4.0GB, 1x128GB SSD, M.2 2242, PCIe NVMe , TLC, AMD Radeon™ Graphics, RTL8822CE 2x2ac,Bluetooth® 5.0, 5MP with Mic , 3 Cell Li-Pol 47Wh, 1 Year Mail-in	\$ 460.00	\$ 460,000.00
1,000	4Z11D05519	Lenovo Case for Lenovo 300e/500e Chromebook Gen 3 and 300w/500w Gen 3	\$ 30.00	\$ 30,000.00
1,000	5PS0N75694	4Y Depot + Accidental Damage Protection (School Year Term)	\$ 150.00	\$ 150,000.00
			Subtotal	\$ 640,000.00
			Shipping & Handling	\$ 0.00
			Recycling Fee	\$ 4,000.00
			Taxes	\$ 46,550.00
			Total	\$ 690,550.00

This offer is valid for thirty (30) days from the date of this offer and supersedes any previous offers. Offers and specifications may be changed at any time without notice. Acceptance of this offer is subject to Lenovo's payment terms and availability of items. Lenovo may reject or cancel orders for pricing or other errors.



QUOTE CONFIRMATION

DEAR RYAN GUINTO,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MPJN379	1/28/2022	LVO 300W G3 +IMAGING	8075029	\$630,535.00

IMPORTANT - PLEASE READ
Fees applied to item(s): 6580098

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lenovo 300w Gen 3 - 11.6" - 3000 Series 3015e - 4 GB RAM - 128 GB SSD - Eng Mfg. Part#: 82J1000JUS Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	1000	6580098	\$416.00	\$416,000.00
Lenovo 4 Year Depot Support with ADP Warranty (School Year Term) Mfg. Part#: 5PS0N75694 UNSPSC: 81112307 Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	1000	4556910	\$113.59	\$113,590.00
CDW STANDARD WINDOWS IMAGE DT/LT Mfg. Part#: INSTALIMAGE2 UNSPSC: 81111809 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	1000	534223	\$26.70	\$26,700.00
Customer Provided Asset Tag Installation (CDW Configuration Services) Mfg. Part#: CUSTASSETTAGW/O UNSPSC: 81111511 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	1000	338523	\$5.54	\$5,540.00
Lenovo - notebook shield case Mfg. Part#: 4Z11D05519 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	1000	6530932	\$23.00	\$23,000.00

RECYCLING FEE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RECYCLING FEE 4" TO LESS THAN 15" Fee Applied to Item: 6580098	1000	654809	\$4.00	\$4,000.00

PURCHASER BILLING INFO	SUBTOTAL	\$584,830.00
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Billing Address: EL CAMINO REAL CHARTER HIGH SCHOOL ACCOUNTS PAYABLE 5440 VALLEY CIRCLE BLVD WOODLAND HILLS, CA 91367-5996 Phone: (818) 595-7500 Payment Terms: NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	RECYCLING FEE	\$4,000.00
	SALES TAX	\$41,705.00
	GRAND TOTAL	\$630,535.00
DELIVER TO Shipping Address: EL CAMINO REAL CHARTER HIGH SCHOOL RYAN GUINTO 5440 VALLEY CIRCLE BLVD WOODLAND HILLS, CA 91367-5996 Phone: (818) 595-7500 Shipping Method: UPS Ground (1 - 2 Day)	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION

	Michael Smaniotto		(866) 465-9844		michsma@cdwg.com
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LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$588,830.00	\$15,627.55/Month	\$588,830.00	\$18,094.75/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager

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Coversheet

Discussion and Vote on Proposed Revised Salary Table for Licensed Vocational Nurse (LVN) position.

Section: V. School Business
Item: G. Discussion and Vote on Proposed Revised Salary Table for Licensed Vocational Nurse (LVN) position.
Purpose: Vote
Submitted by:
Related Material: Health Assistant - LVN Comps 2.22.docx

Licensed Vocational Nurse (LVN) Comps

LAUSD	\$25.13 – \$30.98 / hr.
Birmingham Charter	\$21.75 - \$29.33 / hr.
Watts Learning Center	\$20.00 - \$30.00 / hr.
Conejo Valley USD	\$20.75 - \$25.34 / hr.
Culver City USD	\$22.23 - \$27.11 / hr.
Oxnard SD	\$23.21 – \$28.22 / hr.
Covina-Valley USD	\$22.93 – \$27.84 / hr.

Note: Most salary tables above reach the top of the scale in 5 steps.

Proposed Salary Table for Health Assistant (LVN) Position*:

1	\$23.09
2	\$24.30
3	\$26.71
4	\$27.80
5	\$29.04
6	\$30.58
7	\$31.19
10	\$31.80
15	\$32.26

*Includes 4% increase above prior salary table in alignment with increases approved for represented and unrepresented ECRCHS employees in December 2021

Coversheet

Discussion and Vote on Proposed 2022-2023 Budget Planning Calendar

Section: V. School Business
Item: H. Discussion and Vote on Proposed 2022-2023 Budget Planning Calendar
Purpose: Vote
Submitted by:
Related Material: Agenda_Item_V.B._2022-2023_Budget_Planning_For_Approval_1_.pdf

EL CAMINO REAL CHARTER HIGH SCHOOL

2022-2023 BUDGET

CALENDAR

Proposed

DATE	TASK
1/20/2022	Introduce 2022-2023 Budget Process to Finance Committee
2/17/2022	Investment/Finance Committee Recommend 2022-2023 Budget to Board
2/24/2022	Board of Directors Review/Approve Budget Calendar & Packet
3/1/2022	Business Office Prepares Budget Packet for March 10th Distribution
3/10/2022	Instructional Leadership Team Meeting to Discuss Budget Process/Packet
3/11/2022	Departments meet to Create Budget requests for Textbooks/Instructional Materials
4/15/2022	Department Chair Submits Budget Packet to Department Administrator
4/22/2022	Department Administrator Reviews Budget Packet and makes recommendation to Administrator (ED/CBO)
5/19/2022	Budget Packet Recommendations presented to Finance Committee for Approval
5/26/2022	Budget Packets for Text Books and Instructional Material Approval
6/23/2022	Approved Budget Packets included in full 2022-2023 Budget to be Finalized/Approved

Coversheet

Discussion of Food Services Update and Vote on Request for Proposals (RFP) as Relate to Food Services

Section: V. School Business
Item: I. Discussion of Food Services Update and Vote on Request for Proposals (RFP) as Relate to Food Services
Purpose: Vote
Submitted by:
Related Material: ECRCHS FSMC RFP pending CDE 2.24.22 v2.0.pdf

California Department of Education

Sample

Request for Proposal
and
Model Fixed-price Contract

for

School Food Authorities
Procuring the Services of a
Food Service Management Company



Procurement Resources Unit
Nutrition Services Division
Systems Support Branch

July 2019

SCHOOL FOOD AUTHORITIES MUST READ THIS PAGE

How to Use CDE's Sample RFP and Fixed-price Contract

The California Department of Education (CDE) is providing this sample Request for Proposal (RFP) and Fixed-price Contract to guide school food authorities (SFA) in the development of an RFP and contract to obtain food service management company (FSMC) assistance for their school food service operation. The SFA may revise the non-required terms of the RFP and contract to fit the SFA's needs with CDE prior approval (Title 7, *Code of Federal Regulations* [7 CFR], Section 210.16(a)(9)). The RFP, contract, and all attachments and exhibits are considered a complete solicitation packet when posting it to their Web site or releasing it to potential respondents.

Required Preapproval

SFAs are not relieved from the requirement to obtain approval from the CDE prior to the release of an RFP and Fixed-price contract to potential respondents when using *this* sample. The SFA must make any required changes before the CDE will approve their RFP and Fixed-price contract. Additionally, SFAs must submit the results of their proposal process to the CDE before executing their contract. More information is available on this requirement as well as the CDE timeline on the NSD Procurement Resources Unit web page <http://www.cde.ca.gov/ls/nu/sn/fsmcproc.asp>.

RFP and Fixed-price Contract Approval Disclaimer

The CDE does not intend this sample RFP and Fixed-price contract to be a "prototype," inclusive of all terms, provisions, and program requirements applicable to FSMC procurements and contracts. The SFA remains responsible for ensuring that their procurement documents comply with all applicable laws, program instructions, and guidance materials. The SFA should consult with their legal counsel regarding any proposed procurement methods or contract language.

Resources

- This sample RFP and Fixed-price Contract includes state and federal regulations that are relevant to this type of contract. These laws and regulations are available on the CDE Procurement Resources Unit (PRU) web page at <http://www.cde.ca.gov/ls/nu/sn/fsmcproc.asp>.

Notice of Request for Proposals
Food Service Management Company
RFP 2022-001

Notice is hereby given that the Governing Board of the El Camino Real Charter High School (hereinafter referred to as **SFA**) is requesting proposals for a food service management company (hereinafter referred to as **Respondent[s]**) to assist with the SFA's food service program.

Respondents should not construe from this legal notice that the SFA intends to enter into a fixed-price contract with the Respondent unless, in the opinion of the SFA, it is in the best interest of the SFA to do so. The SFA reserves the right to negotiate final contractual terms with the successful Respondent.

The Request for Proposal (RFP) documents are available from the SFA's
Web site at <http://www.ecrchs.net/>

To request the RFP documents by email, postal mail, or fax, please contact
Gregory Wood
email g.wood@ecrchs.net
Postal Mail: 5440 Valley Circle Blvd
Woodland Hills, CA 91367
fax (818) 595-7501

The SFA will record and provide answers to any questions or requests for clarifying information about the RFP during the question and answer period.

The SFA will hold either a **Mandatory In-person or Virtual Tour** of the SFA facilities on
March 17, 2022
Location: 5440 Valley Circle Blvd
Woodland Hills, CA 91367

All potential Respondents must attend in order to submit a proposal

Respondents must submit written proposals in a sealed package labeled
"Proposal - Food Service Management Company 2022-001
Addressed to the SFA at:
Gregory Wood
Chief Business Officer
5440 Valley Circle Blvd
Woodland Hills, CA 91367

The SFA will accept all proposals received on or before **April 29th, 2022 at 2:00pm**. The SFA will not accept proposals that are received after the deadline. The SFA will open proposals at **2:00pm on May 4th, 2022**.

The SFA reserves the right to reject any or all proposals, and to waive any errors or corrections in a proposal or in the proposal process. The SFA will award the contract based on a review and analysis of the proposals that determines which proposal best meets the needs of the SFA. Following the review and analysis of all responsive proposals, the SFA will make a recommendation to their governing board, as applicable, at its regularly scheduled meeting.

El Camino Real Charter High School

**REQUEST FOR PROPOSAL
FOOD SERVICE MANAGEMENT COMPANY
Cover Page**

CONTACT INFORMATION

2022-001

by

El Camino Real Charter High School
FOOD SERVICE PROGRAM

ADDRESS ALL PROPOSALS TO:

Gregory Wood
Chief Business Officer
5440 Valley Circle Blvd
Woodland Hills, CA 91367

*******CURRENT DRAFT PENDING FINAL CDE APPROVAL*******

ECRCHS

Request for Proposal

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Introduction/Purpose of Solicitation

The purpose of this Request for Proposal (RFP) is to enter into a fixed-price contract with a food service management company (FSMC) that will provide El Camino Real Charter High School (hereinafter referred to as the school food authority [SFA]) with food service management assistance for their food service operation. The FSMC will provide services to the SFA as described in the Scope of Work in the Model Fixed-price Contract.

The SFA's food service goals are to provide nutritious, high-quality meals to students and participants in National School Lunch Program, School Breakfast Program, and USDA Commodities Program, to accommodate special diets where medically necessary, improve the nutritional quality of meals, and maintain a financially viable food service program (Title 7, *Code of Federal Regulations* program [7 CFR, sections 210.10 and 220.8, if applicable]).

General food service goals are to:

- Provide an appealing and nutritionally sound program for students as economically as possible
- Stimulate both student and adult participation in the program through improved relations with students, staff, and the community by creating awareness of the direct correlation between adequate nutrition for students and their ability to learn
- Increase participation at all levels of the food service program by improving meal quality, seeking student and parent input, offering menu variations, and improving planning
- Maintain reasonable prices for students and adults participating in the food service program
- Maintain student and staff morale at a high level

All procurement transactions are to be conducted in a manner that provides maximum open and free competition consistent with Title 2, *Code of Federal Regulations (2 CFR)*, Section 200.319(a)(1-7). The SFA must share with every Respondent all information necessary for submitting a competitive proposal. The release of this RFP, evaluation of Respondents, and award of a contract will use competitive bidding standards established in all applicable California state and federal statutes and regulations.

Outlined below are competitive bidding basic standards:

- The purpose of soliciting competitive proposals is to secure public objectives in the most effective manner and avoid the possibilities of graft, fraud, collusion, etc.
- The SFA released this RFP to benefit the SFA and not the Respondents.
- Fulfillment of RFP specifications is based on full and fair competition and acceptance by the SFA of the most responsive and responsible Respondent to the SFA's requirements, as determined by the SFA when evaluating proposals based on the criteria contained in the RFP.
- The RFP must provide a basis for full and fair competition among Respondents to a common standard, free of restrictions that tend to stifle competition.

The above four points are for illustrative purposes only, and do not include all California state and federal requirements to achieve competitive bidding.

To respond to this RFP, interested FSMCs must present evidence of experience, ability, and financial standing necessary to meet the requirements stated in this RFP. The SFA will measure this evidence by scoring the proposals, using a point system that will rank each proposal from highest to lowest, to determine which proposals they will consider for the award of a contract.

To be competitive in this solicitation, the Respondent must:

- Carefully read the entire RFP, attachments, exhibits, addenda, and SFA responses to questions before submitting a proposal
- Ask appropriate questions or request clarification before the deadline in the RFP
- Submit all required responses by the required deadlines
- Follow all instructions and requirements of the RFP thoroughly and appropriately

If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other errors in this RFP, the Respondent shall immediately notify the SFA of the error in writing and request clarification or a modification of the RFP. If the Respondent fails to notify the SFA of the error prior to the date for submission of proposals, and is awarded the contract, the Respondent shall not be entitled to additional compensation or time by reason of the error or its later correction.

**El Camino Real Alliance
Food Service Management Contract
Bid Schedule of Events
for
RFP # 2022-001**

Board Meeting – RFP Approval		Feb 24, 2022
Release of RFP		March 1, 2022
First Public Notice		March 1, 2022
Second Public Notice		March 8, 2022
Mandatory Tour*		March 17, 2022
Respondent Question Submission Deadline		April 1, 2022
SFA Provides Answers		April 15, 2022
Deadline for Submission of Sealed Proposal		April 29, 2022
Proposals Opened		May 4, 2022
Proposals Evaluated (Finance Committee)		May 19, 2022
Board Meeting – Proposal Approval/Contract Awarded	ECR	May 26, 2022
Contract Begin Date		July 1, 2022

Commented [SM1]: You may want to revisit the events for May 13-July as it nears July 1. Typically contract starts on July 1 and with this date contract can be delay as the post award still need to be approved by CDE for final award.

The SFA will make every effort to adhere to the schedule. However, the SFA reserves the right to amend the schedule, as necessary, and will post a notice of said amendment at <http://www.ecrchs.net/>.

*All interested Respondents must attend the Mandatory Virtual/In-Person Tour. The SFA will reject proposals from Respondents that do not attend (Attachment B). For in-person tours please email RFP contact Greg Wood, g.wood@ecrchs.net Further information for the taste test will be provided during the tour.

General Instructions for Respondents

1. Prepare proposals simply and economically. Provide a straightforward concise description of the Respondent's capability to satisfy the SFA's requirements. Emphasis should be placed on completeness and clarity of content.

2. Submit proposals for the performance of all the services described within this RFP. The SFA will not consider any deviation from these specifications and will reject such proposals.
3. The SFA may reject a proposal if the proposal is conditional or incomplete, deemed nonresponsive, or if it contains any alterations of form or other irregularities of any kind. The SFA may reject any or all proposals or waive any immaterial deviation in a proposal. The SFA's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Respondent from full compliance with all other requirements if awarded the contract. The SFA may reject a proposal if it is deemed overly responsive or contains language that provides any added value not requested in the RFP.
4. Respondents are responsible for the costs of developing proposals, and shall not charge the SFA for any preparation costs.
5. The SFA asks Respondents that do not intend to submit a proposal to notify the SFA in writing.
6. Respondents may modify their proposal after submission by withdrawing the original proposal and resubmitting a new proposal prior to the submission deadline. The SFA will not consider proposal modifications offered in any other manner, either oral or written.
7. The Respondent shall include a 21–Day Cycle menu for all programs to be served (7 *CFR*, sections 210.10, 210.16[b][1], 220.7[d][2][i], and 220.8 if applicable).
8. Respondents may withdraw their proposal by submitting a written withdrawal request to the SFA, signed by the Respondent or their authorized agent, through the contact person named in the “Contact Information” provided on page iv of this RFP. Thereafter, a Respondent may submit a new proposal prior to the proposal submission deadline. Respondents may not withdraw their proposal without cause after the proposal submission deadline.
9. The SFA may modify the RFP prior to the date given for submission of proposals by posting an addendum on <http://www.ecrchs.net/>. The SFA will notify Respondents so they can obtain any addenda from the SFA's web site, or request it by email, postal mail, or fax.
10. The SFA reserves the right to reject all proposals for reasonable cause. If the costs of all proposals are excessive, the SFA is not required to award a contract.

11. The SFA will not consider more than one proposal from an individual, firm, partnership, corporation, or association under the same or different names. Reasonable grounds for believing that any Respondent has submitted more than one proposal for work contemplated herein will cause the SFA to reject all proposals submitted by the Respondent. If there is reason to believe that collusion exists among the Respondents, the SFA will not consider any of the participants of such collusion in this or future solicitations.
12. The SFA will not consider a joint proposal submitted by two or more entities.
13. Additional charges for regular or express delivery, drayage, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose shall be included (and separately identified) in the proposal.
14. All proposals shall include the forms provided as attachments to this RFP. Respondents may copy these forms. A proposal is considered responsive if it follows the required format, includes all attachments, and meets all deadlines and other requirements outlined in this RFP.
15. The SFA shall not accept proposals after the submission deadline specified in the RFP and shall return the unopened proposals to the respective Respondents. The SFA will not consider late proposals under any circumstances.
16. Respondents are responsible for examining the entire RFP package, seeking clarification for any item or requirement that may not be clear to them, and checking all responses in their proposal for accuracy before submitting it.
17. Respondents may submit their questions regarding the information presented in this RFP to **Gregory Wood** in writing by postal mail at **5440 Valley Circle Blvd, Woodland Hills, CA 91367**, e-mail at **g.wood@ecrchs.net**, or fax at **(818) 595-7501**, no later than **April 1, 2022 by 5:00pm**. The SFA will answer all questions received by the deadline in writing without exposing the query source. This will be the sole process for asking and answering questions regarding this RFP. Respondents may not contact SFA employees directly to ask questions.
18. SFA representatives reserve the right to inspect a Respondent's other food service operations prior to any award of a contract.
19. The SFA reserves the right to negotiate the final terms and conditions of the contract, which may differ from those contained in the proposal, provided the SFA considers such negotiation to be in its best interest. Any change in the terms and conditions must not create a material change, which is any alteration or modification to the original terms stated in the RFP that would have resulted in

different proposals from all respondents. A material change will require the SFA to rebid the contract.

20. Interested Respondents are required to inspect the SFA's premises prior to submitting a proposal in order to determine all requirements associated with the proposed contract. The inspection of premises will occur during the Mandatory Tour (if applicable).

21. Respondents shall submit one paper copy and one copy in digital format (e.g., CD, DVD, flash drive, etc.).

- a. The paper copy must contain the original signature of the individual(s) authorized to bind the Respondent contractually and be labeled "Master Copy".
- b. The Respondent must ensure the digital copy is complete and inclusive of all materials contained in the paper copy, including any required signatures. If there is an inconsistency between the paper and digital copies, the paper copy will take precedence.
- c. The sealed proposal envelopes must be marked legibly with the SFA's RFP number and title, and the SFA name and address, as shown in the following example:

Proposal—Food Service Management Company

[Enter FSMC Name Submitting RFP]

RFP 2022-001

SFA FSMC Procurement

El Camino Real Alliance

Greg Wood, CBO - ECRA

5440 Valley Circle Blvd,
Woodland Hills, CA 91367

Proposal Requirements

To be eligible for evaluation, a proposal must adhere strictly to the format set forth below; failure to do so may result in disqualification. Respondents must complete, label, and separate each section, and number all pages. The content and sequence of the proposal will be as follows:

Section 1 - Administrative Requirements

A. Cover Letter

Only the individual(s) authorized to bind the Respondent contractually may sign the cover letter, which shall be a part of the proposal package. If the cover letter is unsigned, the SFA will reject the proposal. The SFA may reject the proposal if the Respondent fails to include the following required information:

- Name and address of responding company
- Organizational structure of the responding company (e.g., corporation, partnership, etc.)
- Respondent's Federal Employee Identification Number and Corporate Identification Number, if applicable
- Name, title, phone number, fax number, and email address of the representative who will be designated as the primary liaison to the SFA
- Name, title, phone number, and email address of the representative(s) authorized to bind the Respondent in a contract if different from the primary liaison
- A statement expressing the Respondent's willingness to perform the services described in this RFP
- A statement expressing the Respondent's ability to perform the services required in the Scope of Work, including availability of staff and other required resources to meet all deliverables as described in this RFP
- A statement regarding the Respondent's proprietary information; if applicable, the Respondent must clearly mark in the upper right hand corner those pages to be considered proprietary (**Note:** the Respondent cannot consider the entire proposal to be proprietary)
- The following certification:

By signing this cover letter, I (we) certify that the information contained in this proposal is accurate and that all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company.

B. Table of Contents

Immediately following the cover letter, include a comprehensive Table of Contents that lists all submitted proposal sections, subsections, attachments, and materials.

Section 2 – Required Attachments

A. Attachment Checklist

The Respondent shall include a checklist containing all documents identified in the Attachments Checklist (as listed on Attachment A). The SFA may reject proposals that do not include the proper required attachments.

B. Mandatory Tour

It is optional for the SFA to hold a mandatory tour (Attachment B). The tour schedule includes the sites. Prospective Respondents may not contact any sites or employees outside of the scheduled visit. The SFA requests that Respondents do not take pictures during the tour as the SFA has not obtained releases from parents, students, and employees.

Commented [SM2]: Remove the word optional as it is stated mandatory in the event calendar.

C. Minimum Qualifications

The SFA will only consider Respondents that **meet all minimum qualifications** (as listed on Attachment C).

D. FSMC Professional Standards

Establishes minimum professional standards for school nutrition personnel who manage and operate the National School Lunch and School Breakfast Programs (as listed on Attachment D).

E. Proposal Questionnaire

The Proposal Questionnaire (as listed on Attachment E) is intended to provide the SFA with specific information concerning the Respondent's capability to provide services as described in this RFP. Respondents should limit their responses to the number of pages noted in the questionnaire and answer each question in the same order.

F. Respondent References

Respondents must provide three references on the Respondent References form (Attachment F). The SFA reserves the right to contact any of the references listed, and retains the right to conduct reference checks with individuals and entities beyond those listed.

G. Authorization Agreement

The Respondent or their authorized representative must sign the Authorization Agreement (Attachment G) and return it with the proposal package.

H. Fee Proposal

The Respondent must complete the Fee Proposal (Attachment H) and return it with the proposal package.

I. Certifications

The Respondent must complete the certifications (Attachment I) and return them with the proposal package.

J. Certificate of Independent Price Determination

The Respondent must complete the certifications (Attachment J) and return them with the proposal package.

K. 21–Day Cycle Menu

The Respondent must submit a 21 Day Cycle menu (Attachment K) for all programs to be served (7 *CFR*, sections 210.16[b][1] and 220.7[d][2][i], if applicable) for the proposal package.

Evaluation of Proposals

Proposals will be opened on or after the date and time specified in the Schedule of Events. During the evaluation process, the SFA may ask Respondents to clarify information in the proposals, but Respondents may not change their proposals.

An error in the proposal may cause the SFA to reject that proposal; however, the SFA may, at its sole discretion, retain the proposal and make certain corrections. When determining if a correction will be made, the SFA will consider the conformance of the proposal to the format and content required by the RFP and that the Respondent's intent is clearly established based on review of the whole proposal. Based on that established intent, the SFA may choose to correct errors such as obvious grammatical or punctuation errors and arithmetic errors. The Master Copy of the proposal shall have priority over additional proposal copies.

The SFA will open proposals to determine if they contain all the required information in accordance with this RFP. The SFA will evaluate qualifying proposals using the following criteria:

CRITERIA	MAXIMUM POINTS
Cost	35
Administrative Requirements: Did the Respondent include all required information in accordance with the General Instructions and Proposal Requirements?	5
Experience with School Breakfast and National School Lunch Programs.	20
Based on the Proposal Questionnaire responses and the Cover Letter, the Respondent demonstrates a complete understanding of the SFA's food service program and its service requirements, as described in the RFP and the Scope of Work, and can perform those services to the SFA's satisfaction.	5
The financial stability of the Respondent.	5
Corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of SFAs served, client retention and satisfaction, and references.	5
Taste Test, Food quality and appeal (Attachment L)	25
TOTAL POINTS	100

Commented [SM3]: Taste test will need to be broken down to criteria's when evaluating. It does not need to be included in the description but will need to be included in your documents for scoring when providing to CDE for review.

The SFA will score and rank selected proposals by assigning a score between zero and the maximum score to each proposal criterion. The SFA will recommend awarding the contract to the most responsive and responsible Respondent with the highest total proposal score.

Attachment A

Attachment A: Attachments Checklist

Respondent Company Name

Please complete this checklist to confirm that the items listed below have been included in your proposal. Place a checkmark or “x” next to each item submitted to the SFA. For your proposal to be considered, all required attachments must be returned, including this checklist. Submit one copy of your proposal in a sealed package.

Attachment	Attachment Name
<input type="checkbox"/> A	Attachments Checklist
<input type="checkbox"/> B	Mandatory Tour
<input type="checkbox"/> C	Minimum Qualifications
<input type="checkbox"/> D	FSMC Professional Standards
<input type="checkbox"/> E	Proposal Questionnaire
<input type="checkbox"/> F	Respondent References
<input type="checkbox"/> G	Authorization Agreement
<input type="checkbox"/> H	Fee Proposal
<input type="checkbox"/> I	Certifications Regarding Lobbying Activities, Debarment, Suspension and Other Responsibility Matters
<input type="checkbox"/> J	Certificate of Independent Price Determination
<input type="checkbox"/> K	21–Day Cycle Menu (Include)

Attachment B: Mandatory Tour/On-line meeting

The Mandatory Tour will include an escorted tour.

- The tour schedule includes the sites listed below.
- Prospective Respondents may not contact any sites or employees outside of the scheduled visit.
- The SFA requests that Respondents do not take pictures during the tour as the SFA has not obtained releases from parents, students, and employees.

TOUR SCHEDULE

Tour begins at **March 14, 2022 at 1:00pm**
Where: **El Camino Real Charter High School**
5440 Valley Circle Blvd.
Woodland Hills, CA 91367

On-line (Virtual) Tour begins at **March 14, 2022 at 1:00pm**
Where: **El Camino Real Charter High School**
5440 Valley Circle Blvd.
Woodland Hills, CA 91367

The SFA thanks all Respondents for abiding by our request to keep the disruption caused by the visit to a minimum.

Attachment C: Minimum Qualifications

A Respondent must meet all of the following minimum qualifications to the SFA's satisfaction to be given further consideration. Failure to satisfy any of the minimum qualifications may result in the immediate rejection of the proposal.

As of July 1, 2022, both the Respondent's company and its key personnel meet all of the following minimum qualifications:

1. The Respondent has at least five of experience with food service programs.

Yes _____ No _____

2. The Respondent has the resources and ability to provide 250,000 of meals per fiscal year.

Yes _____ No _____

3. The Respondent has knowledge and experience with the National School Lunch and School Breakfast Programs and USDA Commodities.

Yes _____ No _____

4. The Respondent has professional references that demonstrate and evidence the ability to perform the required services.

Yes _____ No _____

5. The Respondent is licensed to do business in the state of California.

Yes _____ No _____

Commented [KL4]: Update total meals #

Attachment D: FSMC Professional Standards

FSMC Employees Professional Standards

Federal Register Vol. 80, No. 40, dated March 2, 2015, referred to as the "Final Rule," establishes minimum professional standards for school nutrition personnel who manage and operate the National School Lunch and School Breakfast Programs. In the Final Rule, the following definitions are established:

1. **School Nutrition Program Director.** The school nutrition program director is any individual directly responsible for the management of the day-to-day operation of school food service for all participating schools under the jurisdiction of the school food authority.
2. **School Nutrition Program Manager.** The school nutrition manager is any individual directly responsible for the management of the day-to-day operation of school food service for a participating school(s).
3. **School Nutrition Program Staff.** School nutrition program staff are those individuals, without managerial responsibilities, involved in day-to-day operations of school food service for a participating school(s).

The Final Rule establishes that these definitions apply to the function/role rather than the specific title within the school food service structure, and that the definitions apply whether or not the school food service is operated by an FSMC. Therefore, as of the effective date of this contract, the minimum professional standards established by the Final Rule, and described therein, shall apply to FSMC staff performing any of the duties described above.

The FSMC shall only place staff for work in the school district that meet the minimum professional standards outlined in 7 *CFR*, Section 210.30, which can be viewed at the following web page:

http://www.fns.usda.gov/sites/default/files/cn/profstandards_flyer.pdf.

- The SFA shall ensure that all staff the FSMC proposes for placement meet the minimum professional standards.
- The FSMC shall ensure their employees take the required annual training as outlined in the professional standards and provide certification of such training to the SFA. The FSMC shall remove from the SFA premises any staff who fail to take the required annual training.
- The FSMC shall provide the SFA with a list of proposed employees and evidence that they meet the professional standards.

Attachment E: Proposal Questionnaire

This proposal questionnaire is intended to provide the SFA with specific information concerning the Respondent's capability to provide services as described in the RFP. Please be as concise as possible and limit your responses **to no more than two pages per question, unless instructed otherwise. Type each question in the same order as listed in the questionnaire.**

[Note: the SFA may choose to add or delete any provisions to their RFP as applicable.]

1. Provide a general description of your company's qualifications and experience relevant to the minimum qualifications in Attachment C, along with any necessary substantiating information. Limit your responses to information about your company's capabilities.
2. Provide a statement indicating the year your company was founded; what the primary business(es) of the company is(are); the length of time the company has been providing food service management services (consulting, food purchase, etc.), and related services as described in this RFP. In addition, provide the duration and extent of experience the company has with similar SFA food management services.
3. Provide a general description of how your company will be able to provide the experience, ability, and financial standing necessary to meet the requirements set forth in this RFP.
4. Provide a complete list of SFAs that have discontinued or terminated your company's services in the last five years and the reason(s) why.
5. Provide an organization chart for your company, a description of the lines of communication, and the responsibilities at each corporate level.
6. Provide a complete balance sheet or annual report (verified by a certified public accountant) for the last three years of operation.
7. Provide a description of promotional and marketing materials you will use to attract students to the program.
8. Provide a recommended transition plan that describes the steps the Respondent will take to begin providing the services described in this RFP.

Attachment F: Respondent References

List three references to which the Respondent has provided food service management services within the past 5 year(s).

Failure to complete and return this Attachment will cause your proposal to be rejected.

Reference 1		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		

Reference 2		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		

Reference 3		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		

Dates of Service

Attachment G: Authorization Agreement

Request for Proposal for Food Service Management Company
RFP Number: **RFP 2022-001**

We, **[Enter FSMC Name]**, by our signature on this document certify the following:

1. That we will operate in accordance with all applicable California state and federal laws, regulations, and statutes.
2. That the terms, conditions, warranties, and representations made within this RFP and our proposal shall be binding upon us and shall be considered a part of the contract as if incorporated therein.
3. That the proposal submitted is a firm and irrevocable offer good for one year.
4. That we have carefully examined all terms and conditions set forth in the Model Fixed-price Contract issued by **El Camino Real Alliance**.
5. That we have made examinations and verifications, and are fully conversant with all conditions under which services are to be performed for **El Camino Real Alliance**.
6. That negligence in the preparation or presentation of, errors in, or omissions from proposals shall not relieve us from fulfillment of any and all obligations and requirements in the resulting contract.

FSMC Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Web Site Address: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative

Date Signed: _____

Attachment H: Fee Proposal

All costs are based on average daily participation of 1365 number of meals served on 180 number of school days.

Commented [KL5]: Update numbers

COST BREAKDOWN		
Respondent Instructions		
⇒ Provide a breakdown of all costs included in the fixed price, including personnel costs.		
⇒ Provide the cost per meal; base all food costs on the attached 21-day cycle menu.		
⇒ Clearly identify all costs		
Item #	Description <i>(Include All Goods and Services included in the Fixed Price)</i>	Annual Cost
1.		\$
2.		\$
3.		\$
4.		\$
Sub Total		\$
Personnel Costs (Separately List # of FTE's used for Costs included)		Annual Cost
5.	Management Fee Per Meal	\$
6.	Consultant Fee Per Meal	\$
Sub Total		\$
GRAND TOTAL		\$

Commented [KL6]: Update numbers

COST PER MEAL			
Respondent Instructions:			
⇒ Provide the cost per meal; base all food costs on the attached 21-day cycle menu.			
⇒ Prices must not include values for donated foods and must include all meal programs applicable. (Identify Estimated Commodity Credits Separately)			
1. LINE ITEM	2. UNITS	3. RATE	4. TOTAL
Breakfast	98,886	\$	\$
Lunch	151,114	\$	\$
Snacks	70,000	\$	\$
Nonreimbursable Meals	3,904	\$	\$
TOTAL	253,904	\$	\$

Attachment I: Certification Regarding Lobbying

The undersigned certifies, to the best of their knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization:

Street address:

City, State, Zip:

Certified by: (type or print)

Title

Signature & Date

Approved by OMB

0348-004

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <input type="checkbox"/> contract <input type="checkbox"/> grant <input type="checkbox"/> cooperative agreement loan <input type="checkbox"/> loan guarantee <input type="checkbox"/> loan insurance	<p>2. Status of Federal Action:</p> <input type="checkbox"/> bid/offer/application <input type="checkbox"/> initial award <input type="checkbox"/> post-award	<p>3. Report Type:</p> <input type="checkbox"/> initial filing <input type="checkbox"/> material change For material change only: Year _____ quarter _____ Date of last report _____
<p>4. Name and Address of Reporting Entity:</p> <p>_____ Prime _____ Sub awardee Tier _____, if Known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Sub awardee,</p> <p>Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, <i>if known</i>:</p>	<p>9. Award Amount, <i>if known</i>:</p> <p>\$ _____</p>	
<p>10a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>10b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>	

<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: Print Name: Title: Telephone No.: _____ Date: _____</p>
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.

Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for prospective participants/Respondents in primary covered transactions:

- A. The Respondent certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where the Respondent is unable to certify to any of the statements in this certification, they shall attach an explanation to this application.

Contractor/Company Name

Award Number, Contract Number, or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature(s)

Date

Attachment J: Certificate of Independent Price Determination

The Respondent(s) shall execute this Certificate of Independent Price Determination.

Name of Respondent	

A. By submission of this offer, the offeror (Respondent/FSMC) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:

1. The prices in this offer have been arrived at independently without, for the purposes of restricting competition, any consultation, communication, with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
2. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor, before a bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
3. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.

B. Each signature on the offer is considered to be a certification by the signatory that the signatory:

1. Is the person in the offeror’s organization responsible for determining the prices being offered in this bid or proposal, and that they have not participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above; or
2. (i) Has been authorized, in writing, to act as agent for the following principals in offering that those principals have not participated in, and will not participate in any action contrary to paragraphs (A)(1) through (A)(3) above.
 - Insert full names of person(s) in the offeror’s organization responsible for determining the prices offered in this bid or proposal, and the title of their position in the offeror’s organization.

(ii) As an authorized agent, does certify that the principals named in subdivision (B)(2)(i) above have not participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above; and

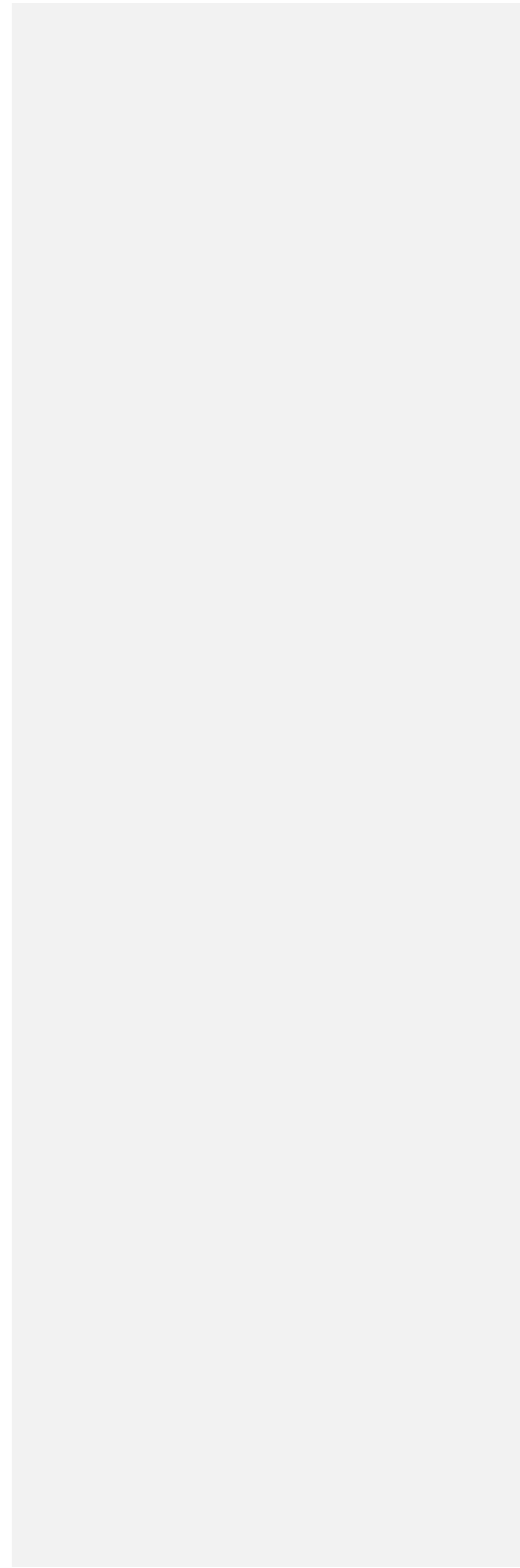
(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above, and

C. If the offeror deletes or modifies subparagraph (A)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

Signature of FSMC's Authorized Representative	Title	Date	

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

Attachment K: 21-Day Cycle Menu
Please attach to your Proposal



Attachment L: Respondent Taste Test Criteria

Taste test Instructions: Fill in the table below. Identify visual qualities in the 'Appearance' column (ex. Shape, color, consistency etc.) and taste qualities in the 'Taste' column (salty, sweet, tender, after-taste, etc.) Note the overall score for the item (1-5) Details for the taste test will be provided at the mandatory tour.

Taste Menu Item	Appearance Quality Standards	Taste Quality Standards	Overall Score

Exhibit 1

Exhibit 1: Model Fixed-Price Contract
FOOD SERVICE MANAGEMENT COMPANY

El Camino Real Charter High School
FOOD SERVICE PROGRAM

5440 Valley Circle Blvd
Woodland Hills, CA 91367
(818) 595-7500

Model Fixed-Price Contract

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Contract Summary

FOOD SERVICES CONTRACT		CONTRACT NUMBER
		REGISTRATION NUMBER
1	This contract is entered into between the school food authority and the food service management company named below:	
	SCHOOL FOOD AUTHORITY NAME	
	FOOD SERVICE MANAGEMENT COMPANY NAME AND FEDERAL TAX IDENTIFICATION NUMBER	
2	The term of this Contract is for one year, commencing on	7/1/2022 and ending on 6/30/2023
3	The maximum dollar amount of this Contract is equal to the fixed price per meal multiplied by the number of meals served	\$
4	The parties herein agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Contract.	
	Request for Proposal Released	Enter page(s)
	Contractor Proposal Received	Enter page(s)
	Attached Terms and Conditions	Enter page(s)
	Exhibit A: Scope of Work	Enter page(s)
	Exhibit B: Schedule of Fees	Enter page(s)
IN WITNESS WHEREOF, the parties hereto have executed this Contract.		
FOOD SERVICE MANAGEMENT COMPANY		<i>California Department of Education Use Only</i>
NAME of FSMC (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature) Ⓢ	DATE SIGNED (do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
SCHOOL FOOD AUTHORITY		
NAME of SFA		
BY (Authorized Signature) Ⓢ	DATE SIGNED (do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		<input type="checkbox"/> Exempt per:

Commented [SM7]: Need to indicate contract dates

Model Fixed-Price Contract

I. Introduction

The El Camino Real Charter High School, hereinafter referred to as the school food authority (SFA), enters into this Contract with [food service management company name], hereinafter referred to as the FSMC to provide food service management assistance for the SFA’s food service program, hereinafter referred to as “Services.” **During the term of this Contract, the FSMC will provide services to the SFA as described in the Scope of Work (Exhibit A) of this Contract.**

II. General Terms and Conditions

A. Term

The term of this contract is one year. The FSMC shall commence providing Services under the Contract on **July 1, 2022** and continue through **June 30, 2023**. After careful consideration, the SFA may annually renew this Contract for four additional one-year periods upon agreement between both parties. Execution of all contracts and amendments is contingent on approval by the California Department of Education (CDE). The SFA may cancel this Contract upon notification from the CDE that it or any part of the bidding process has been determined noncompliant with state and federal laws and regulations (Title 7. Code of Federal Regulations (7 CFR), Section 210.16[d]).

B. Designated Contract Liaisons

SFA Liaison for Services		FSMC Liaison for Services	
Name:		Name:	
Title:		Title:	
Phone:	Cell Phone:	Phone:	Cell Phone:
Fax:	E-mail:	Fax:	E-mail:

Respondents shall serve or deliver by postal mail all legal notices to:

SFA	FSMC
Name:	Name:
Title:	Title:
Address:	Address:

C. Fees

1. Fixed-price Contracts

The SFA will pay the FSMC at a fixed rate per meal. The fixed rate per meal includes all fees and charges indicated in the Schedule of Fees (Exhibit B) of this Contract. The SFA must determine, and the FSMC shall credit the SFA for, the full value of U.S. Department of Agriculture (USDA) Foods. The FSMC's fixed-price invoice will be fully compliant with procurement requirements for the National School Lunch, School Breakfast, and Special Milk Programs, set forth in 7 CFR, parts 210, 215, and 220, and the USDA Food and Nutrition Service (FNS) Final Rule issued Wednesday, October 31, 2007. The FSMC shall take discounts, rebates, and other credits into account when formulating their prices for this fixed-price contract (Title 2, Code of Federal Regulations (2 CFR), Section 200.406[a]).

2. Payment Terms

The FSMC shall submit **monthly** invoices by **the 10th** of the following month that reflect all activity for the previous **calendar month**. The FSMC must submit detailed cost documentation **monthly** to support all charges to the SFA. Charges and expenses are included in the Schedule of Fees (Exhibit B). All costs, charges, and expenses must be mutually agreeable to the SFA and the FSMC, and must be allowable costs consistent with the cost principles in 2 CFR, Part 200, as applicable. The SFA will pay invoices submitted by the FSMC within **30** days of the invoice date. The SFA will pay invoices received by its accounting department within 30 days if the invoices pass the SFA's audit. The SFA will notify the FSMC of invoices that do not pass audit, which the SFA will not pay until the invoices have passed audit, with no penalty accruing to the SFA.

3. Interest, Fines, Penalties, Finance Charges, Income and Expenses

Interest, fines, penalties, finance charges, income and expenses that may accrue under this contract are not allowable expenses to the nonprofit school food service (cafeteria fund) (2 CFR, Section 200.441). The SFA is prohibited from paying unallowable expenses from the SFA's cafeteria fund.

4. Spoiled or Unwholesome Food, Food Not Meeting Detailed Food Component Specifications or Contract Requirements.

The SFA shall make no payment to the FSMC for meals that, in the SFA's determination, are spoiled or unwholesome at the time of delivery, do not meet detailed food component specifications as developed by the SFA for the meal pattern, or do not otherwise meet the requirements of this Contract (7 CFR, Section 210.16[c][3]).

Commented [SM8]: Only one clause should be chooses. Is the requirement for FSMC to buy foods components to be delivered to schools or prepare completed meals to be delivered to schools?

D. Contract Cost Adjustment

The contract price (which can include General and Administrative Expense and Management Fees) may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home [[CPI regional index: Los Angeles \(CPI\)](#)]. The April CPI value will be used as a representation of the change in CPI. Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by the SFA. CPI Fee increases for the upcoming Contract renewal year must be submitted to the SFA. Of note, the CPI fee increases should be applied to individual meal or unit costs.

The renegotiation of price terms under this Contract is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of both parties. If those conditions create a significant and material change in the financial assumptions upon which the price terms of this contract were based, then those price terms so affected may be renegotiated by both parties. Renegotiation of price terms under such conditions must be mutual and both parties must agree on any changes in price terms. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms, to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the Contract. Substantive changes of the Contract will require the SFA to rebid the Contract.

E. Availability of Funds

Every payment obligation of the SFA under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. The SFA may terminate this Contract at the end of the period for which funds are available if funds are not allocated and available for the continuance of this Contract. In the event the SFA exercises this provision, no liability shall accrue to the SFA and the SFA shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

F. Timeliness

Time is of the essence in this Contract.

G. Approval

This Contract has no force or effect until it is signed by both parties and is approved by the CDE (7 *CFR*, Section 210.19[a][5]).

H. Amendment

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by both parties, and approved by the CDE. Any oral understanding or agreement not incorporated into the Contract in writing and approved by the CDE is not binding on either party (7 CFR, Section 210.19[a][5]).

I. Substantive Changes to Contract

Any change to this Contract that results in a material change or any proposed renewals of this Contract may, at the determination of the CDE, either void this Contract or require the SFA to rebid the Contract. Following are examples of substantive changes that could require the SFA to rebid the Contract:

- The addition of a program
- A major shift in responsibilities for FSMC or SFA staff

J. Subcontract/Assignment

No provision of this Contract shall be assigned or subcontracted without prior written approval of the SFA. If subcontracts are let, the FSMC should have taken steps to contract with small and minority businesses, women's business enterprises, and labor surplus area firms when possible.

K. Written Commitments

Any written commitment by the FSMC relative to the services herein shall be binding upon the FSMC. Failure of the FSMC to fulfill any such commitment shall render the FSMC liable for damages due to the SFA. Such written commitments include, but are not limited to:

- Any warranty or representation made by the FSMC in any publication, drawing, or specifications accompanying or referred to in the proposal pertaining to the responsiveness of the proposal
- Any written notifications, affirmations, or representations made by the FSMC in, or during the course of, negotiations that are incorporated into a formal amendment to the proposal

L. Trade Secrets/Copyrights

The FSMC and SFA shall designate any information they consider confidential or proprietary—including recipes, surveys and studies, management guidelines, operational manuals, and similar documents—that the SFA and FSMC regularly use in the operation of their business or that they develop independently during the course of this Contract. Information so designated and identified shall be treated as confidential by the FSMC and the SFA, and the FSMC and the SFA shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences, unless disclosure is otherwise required under the law. All such materials shall remain the exclusive property of

the party that developed them and shall be returned to that party immediately upon termination of this Contract. Notwithstanding, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use the work for federal purposes (7 CFR, Section 200.315[b]).

M. Severability

Should any provision(s) of this Contract be declared or found to be illegal, unenforceable, ineffective, and/or void, then each party shall be relieved of any obligations arising from such provision(s). The balance of this Contract, if capable of performance, shall remain and continue in full force and effect.

N. Counterparts

This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

O. Silence/Absence/Omission

Any silence, absence, or omission from the Contract specifications concerning any point shall mean that only the best commercial practices are to prevail. Only those materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.

P. Indemnification

The FSMC shall indemnify and hold harmless the SFA, or any employee, director, agent, or Board Member of the SFA, from and against all claims, damages, losses, and expenses (including attorney's fees and court costs incurred to defend litigation), and decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property resulting from the FSMC's acts or omissions, willful misconduct, negligence, or breach of the FSMC's obligations under this Contract by the FSMC, its agents, employees, or other persons under its supervision and direction.

The FSMC shall not be required to indemnify or hold harmless the SFA from any liability or damages arising from the SFA's sole acts or omissions.

Q. Sanctions

If the FSMC fails to perform the contract terms, the following penalties may be imposed:

If the FSMC causes the breach, the FSMC assumes liability for any and all damages, including excess cost to the SFA in procuring similar services, and is liable for administrative, contractual, and legal remedies, as applicable.

R. Breach of Contract

For the breach of the Contract and associated benefits:

If the FSMC causes the breach, the FSMC assumes liability for any and all damages, including excess cost to the SFA in procuring similar services, and is liable for administrative, contractual, and legal remedies, as applicable.

S. Penalties

Cost resulting from the SFA's violations, alleged violations of, or failure to comply with federal, state, tribal, local, or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the federal award, or with prior written approval of the federal awarding agency (2 *CFR*, Section 200.441).

T. Force Majeure

1. Neither party shall be liable to the other for delay in, or failure of, performance nor shall any such delay in, or failure of, performance constitute default if such delay or failure is caused by force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure may include, but is not restricted to, acts of God, the public enemy, acts of the state in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, pandemics, quarantine restrictions, and freight embargoes.
2. Force majeure does not include any of the following occurrences:
 - Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market
 - Late performance by a subcontractor, unless the delay arises out of a force majeure occurrence
 - Inability of either the FSMC or any of its subcontractors to acquire or maintain any required insurance, bonds, licenses, or permits
3. If either party is delayed at any time in the progress of work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as practicable and no later than the following work day or

the commencement thereof, and shall specify the causes of such delay. Such notice shall be delivered by hand or sent by postal mail with a certified return receipt requested and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time for completion shall be extended by contract amendment, as long as the amended period does not violate 7 *CFR*, Section 210.16(d).

4. Any delay or failure in performance by either party caused by force majeure shall not constitute default, nor give rise to any claim for damages or loss of anticipated profits.

U. Nondiscrimination

Both the SFA and FSMC agree that no child who participates in the National School Lunch Program (NSLP), School Breakfast Program (SBP) will be discriminated against on the basis of race, color, national origin, age, sex, or disability. State agencies and SFAs shall comply with the requirements of Title VI 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; Department of Agriculture regulations on nondiscrimination (7 *CFR*, parts 15, 15a, and 15b); and FNS Instruction 113-1 (7 *CFR*, Section 210.23[b]).

V. Compliance with the Law

The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies regarding purchasing, sanitation, health, and safety for the food service operations and shall procure and maintain all necessary licenses and permits. The SFA shall cooperate, as necessary, in the FSMC's compliance efforts.

The FSMC shall comply with all applicable federal regulations in 2 *CFR*, parts 200 and 400 and 7 *CFR*, parts 210 (NSLP), 220 (SBP), 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools) as applicable, 250 (Donation of Foods for Use in the United States, its Territories and Possessions and Areas Under its Jurisdiction), USDA FNS Instructions and policy, federal laws and regulations, California *Education Code (EC)*, and California laws and regulations, where applicable.

W. Choice of Law

This Contract shall be construed under the laws of the state of California, where applicable, without giving effect to the principles of conflict of laws. Any action or proceeding arising out of this Contract shall be heard in the appropriate courts in California.

X. Advice of Counsel

Each party acknowledges that, in executing this Contract, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Contract.

Y. Relationship of the Parties

- A.** The FSMC's relationship with the SFA will be that of an independent contractor and not that of an employee of or supervisor for the SFA. The FSMC will not be eligible for any employee benefits, nor will the SFA make deductions from payments made to the FSMC for taxes, all of which will be the FSMC's responsibility. The FSMC agrees to indemnify and hold the SFA harmless from any liability for, or assessment of, any such taxes imposed on the SFA by relevant taxing authorities. The FSMC will have no authority to enter into contracts that bind the SFA or create obligations on the part of the SFA.
- B.** When the SFA is a public school district or program operated by the county Office of Education, the FSMC, as an independent contractor, shall have no authority to supervise food service classified personnel operating the NSLP, SBP, or Afterschool Meal Supplements (AMS) under the NSLP (*EC* Section 45103.5).

- C. All services to be performed by the FSMC will be as agreed between the FSMC and the SFA. The FSMC will be required to report to the SFA concerning the services performed under this Contract. The SFA shall determine the nature and frequency of these reports.
- D. The SFA is the responsible authority, without recourse to USDA or CDE, for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature.

IV. Food Service Program

A. Food Service Management Company Responsibilities

1. The SFA will provide the FSMC with an electronic Point of Service (POS) meal/milk counting system. Such meal/milk counting system must eliminate any potential for the overt identification of free and reduced-price eligible students under 7 *CFR* Section 245.8. This POS system will be used for the duration of this Contract.
2. The FSMC will not directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event (7 *CFR*, Section 210.21[e]).
3. The FSMC shall have state or local health certification for any facility outside the school in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract (7 *CFR*, Section 210.16[c][2]).

B. School Food Authority Responsibilities

1. The SFA shall ensure that the food service operation is in conformance with the SFA's Permanent Single Agreement with the CDE and will monitor the food service operation through periodic on-site visits (7 *CFR*, sections 210.16[a][2] and 210.16[a][3]).
2. The SFA retains control of the quality, extent, and the general nature of its food service; the prices children are charged for meals (7 *CFR*, Section 210.16[a][4]), and a la carte prices. The SFA may not contract with the FSMC to provide only nonprogram food (e.g., a la carte and adult meals) unless the FSMC offers free, reduced-price, and paid reimbursable lunches to all eligible children (7 *CFR*, Section 210.16[a]).
3. SFAs with more than one school shall perform no less than one on-site review of the lunch counting and claiming system employed by each school under its jurisdiction. The on-site review shall take place prior to

February 1 of each school year. Further, if the review discloses problems with a school's meal counting or claiming procedures, the SFA shall ensure that the school implements corrective action and, within 45 days of the review, conduct a follow-up on-site review to determine that the corrective action resolved the problem. Each on-site review shall ensure that the school's claim is based on the counting system authorized by the CDE under 7 *CFR*, Section 210.7(c) and that the counting system, as implemented, yields the actual number of reimbursable free, reduced-price, and paid lunches respectively, served for each day of operation (7 *CFR*, Section 210.8[a][1]).

4. The SFA shall retain responsibility for developing the meal pattern for students with disabilities, when their disability restricts their diet, and for those students without disabilities who are unable to consume the regular lunch because of medical or other special dietary needs (7 *CFR*, Section 210.10[m]).
5. The SFA shall retain signature authority for the food services application, agreements, Free and Reduced-Price Policy Statement, monthly Claim for Reimbursement, reports, program renewal, the verification of applications, letters to households, and all correspondence to the CDE relating to the food service program (7 *CFR*, Section 210.16[a][5]).
6. The SFA shall retain signature authority and be responsible for all contractual agreements entered into in connection with the food service program (7 *CFR*, Section 210.21).
7. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster (*EC* Section 49558).
8. The SFA shall be responsible for the development, distribution, and collection of the letter to households and Application for Free and Reduced-Price Meals and/or Free Milk (7 *CFR*, Section 245.6).
9. If the SFA uses direct certification of eligibility, the SFA shall be responsible for obtaining the direct certification list at least three times annually.
10. The SFA shall be responsible for the determination of eligibility for free and reduced-price meals and shall disclose the eligibility status of individual students or confidential information provided on the application for free or reduced-price meals to the FSMC, to the extent that such information is necessary for the FSMC to fulfill its obligations under this Contract. The FSMC will not disclose the eligibility status of individual students or confidential information provided (*EC* Section 49558).

11. The SFA shall be responsible for conducting any hearings related to determinations regarding free and reduced-price meal eligibility (7 *CFR*, Section 245.7).
12. The SFA shall be responsible for verifying applications for free and reduced-price meals as required by federal regulations (7 *CFR*, sections 245.6 and 245.6[a]).
13. The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist with menu planning (7 *CFR*, Section 210.16[a][8]).
14. The SFA shall maintain applicable health certification and ensure that all state and local regulations are being met **by the FSMC preparing and serving meals on-site** at an SFA facility (7 *CFR*, Section 210.16[a][7]).

Commented [SM9]: Change to AND as indicated in scope that FSMC will prep and serve meals

V. Buy American Requirements

A. Food Service Management Company Responsibilities

1. The FSMC must submit statements for all processed agricultural products to the SFA at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume (USDA Policy Memo [SP 38-2017](#)).
2. The FSMC must notify the SFA in writing at least 10 days **prior** to delivering a nondomestic agricultural commodity or product and request prior approval for delivery of a nondomestic agricultural commodity or product. This written notification must list alternative domestic substitutes for the SFA to consider and provide an explanation for the following:
 - a) Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quality; and/or
 - b) Why competitive bids reveal the cost of the domestic product is significantly higher 50% higher than the nondomestic product
3. The FSMC will provide certification of domestic origin for products which do not have country of origin labels.

B. School Food Authority Responsibilities

1. The SFA shall maintain documentation outlining the justification for supporting their use of an exception to the Buy American Provision requirement **prior** to accepting nondomestic agricultural commodities or products. This documentation will be kept on file for the term of the contract plus any extensions and three additional school years thereafter. This will be made available during an on site administrative review and an off site procurement review.
2. The SFA shall monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 *CFR*, Section 200.318(b) unless the FSMC has received prior approval from the SFA for nondomestic agricultural commodity or product.
3. The SFA must ensure FSMC compliance with the Buy American Provision in accordance with their procurement procedures. These procedures, at a minimum, must include the requirement to include Buy American Provision language in solicitations and contracts as well as the process for requiring FSMCs to certify the domestic percentage of the agricultural food component of products.

VI. U.S. Department of Agriculture Foods

C. Food Service Management Company Responsibilities

1. The FSMC shall fully use, to the maximum extent possible, donated foods made available by the SFA solely for the purpose of providing benefits for the SFA's nonprofit school food program (7 *CFR*, Section 210.16[a][6]).
2. In accordance with 7 *CFR*, Section 250.53, the FSMC shall comply with the following provisions relating to the use of donated foods, as applicable:
 - a) The FSMC must credit the SFA for the value of all donated foods (including both entitlement and bonus foods) received for use in the SFA's meal service in the school year or fiscal year. The credit must include the value of donated foods contained in processed end products if the FSMC procures processed end products on behalf of the SFA, or acts as an intermediary in passing on the donated foods value of processed end products to the SFA (7 *CFR*, Section 250.51[a]).
 - b) The FSMC shall account for the full value of donated foods (7 *CFR*, Section 250.51) by:

- i) Subtracting the value of all donated foods received for use in the SFA's food service from the SFA's (monthly/quarterly) invoice, and
 - ii) Using the Average Price File for the school year in which the donated foods are received by the SFA. This listing is available from the USDA Food Distribution web page at <http://www.fns.usda.gov/fdd/processor-pricing-reports>.
3. The FSMC will be responsible for any activities relating to donated foods in accordance with 7 *CFR*, Section 250.50(d), as applicable, and will ensure that such activities are performed in accordance with the applicable requirements in 7 *CFR*, Part 250.
4. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to donated foods.
5. The FSMC must use all donated beef, pork, and all processed end products, in the recipient agency's food service, and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the recipient agency's food service (unless the contract specifically stipulates that the donated food, and not such commercial substitutes, be used) (7 *CFR*, Section 250.51[d]).
6. The FSMC shall ensure that the processing agreement's value will be used in crediting the SFA for the value of donated foods contained in end products (7 *CFR*, Section 250.53[a][7]).
7. The method and frequency of crediting donated foods will be in accordance with 7 *CFR*, Section 250.51(b). The FSMC must ensure that it follows the negotiated method and frequency of crediting agreed upon by the parties.
8. The FSMC will provide assurance that it will not itself enter into the processing agreement with the processor required in subpart C of 7 *CFR*, Part 250 (7 *CFR*, Section 250.53[a][8]).
9. The FSMC will provide assurance that it will comply with the storage and inventory requirements for donated foods (7 *CFR*, Section 250.53[a][9]).
10. The FSMC will maintain records to document its compliance with requirements relating to donated foods, in accordance with 7 *CFR*, Section 250.54(b).

D. School Food Authority Responsibilities

1. The SFA shall retain title to all donated foods and ensure that all donated foods received by the SFA and made available to the FSMC accrue only for the benefit of the SFA's nonprofit school food service and are fully used therein (7 *CFR*, Section 210.16[a][6]).
2. The SFA shall accept and use, in as large quantities as may be efficiently used in its nonprofit food service program, such foods as may be offered as a donation by USDA (7 *CFR*, Section 210.9[b][15]).
3. The SFA will maintain records to document its compliance with requirements relating to donated foods and conduct reconciliation (at least annually and upon termination of the Contract) to ensure that the FSMC has credited the value of all donated foods in accordance with 7 *CFR*, sections 250.54(a) and (c).
4. The SFA will not extend or renew any Contract if the FSMC did not fulfill all Contract provisions relating to donated foods (7 *CFR*, Section 250.53[a][12]).

VII. Meal Responsibilities

A. The FSMC shall:

1. Serve meals on such days and at such times as requested by the SFA.
2. Offer free, reduced-price, and paid (subject to Universal Meals) reimbursable meals to all eligible children through the SFA's food service program.
3. Provide meals through the SFA's food service program that meet the requirements as established in 7 *CFR*, parts 210 and 220, as applicable.
4. Prepare/Serve school staff meals in the staff lounge. Meals will be paid by school employees and should be priced competitively with nearby restaurants.

VIII. Food Service Management Company Employees

- A. The FSMC shall only place employees for work at the SFA that meet the minimum professional standards outlined in 7 *CFR*, Section 210.30 which can be viewed at the following web page: [School Nutrition Program Professional Standards](#).

The SFA shall ensure that all employees the FSMC proposes for placement meet the minimum professional standards. The FSMC shall ensure their employees take the required annual training as outlined in the professional standards. The FSMC shall track the trainings completed by each employee and maintain documentation to validate that training was completed. The FSMC shall remove from the SFA premises any employee who fails to take the required training.

The FSMC shall provide the SFA with a list of employees and evidence that they meet the professional standards.

- B. The SFA reserves the right to interview and approve the on-site food service consultant(s)/employee(s).
- C. The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and work hours. The FSMC will provide specific locations and assignments to the SFA 4 calendar weeks prior to the commencement of operation. (Exhibit C: Schedule of FTE)

- D. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC will be responsible for supervising and training their personnel.
- E. The FSMC agrees to assume full responsibility for the payment of all contributions and assessments, both state and federal, for all of its employees engaged in the performance of this Contract.
- F. The FSMC agrees to furnish the SFA, upon request, a certificate or other evidence of compliance with state and federal laws regarding contributions, taxes, and assessments on payroll.
- G. The FSMC will be solely responsible for all personnel actions regarding employees on its respective payroll. The FSMC shall withhold and/or pay all applicable federal, state, and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, and workers' compensation costs, and shall file all required documents and forms. The FSMC shall indemnify, defend, and hold the SFA harmless from and against any and all claims, liabilities, and expenses related to, or arising out of, the indemnifying party's responsibilities set forth herein.

IX. Books and Records

- A. The SFA and the FSMC must provide all documents as necessary for an independent auditor to conduct the SFA's single audit. The FSMC shall maintain such records as the SFA will need to support its Claims for Reimbursement. Such records shall be made available to the SFA upon request and shall be retained in accordance with 7 *CFR*, Section 210.16(c)(1).
- B. The SFA and the FSMC shall, upon request, make all accounts and records pertaining to the nonprofit food service program available to the CDE, USDA FNS and Office of Inspector General of the United States for audit or review at a reasonable time and place. Each party to this Contract shall retain such records for a period of three (3) years after the date of the final Claim for Reimbursement for the fiscal year in which this Contract is terminated, unless any audit findings have not been resolved. If audit findings have not been resolved, then records shall be retained beyond the three-year period as long as required for resolution of issues raised by the audit (7 *CFR*, Section 210.9[b][17]).
- C. The FSMC shall not remove state or federally required records from the SFA premises upon contract termination.

- D. The USDA, Inspector General, the Comptroller of the United States, and the CDE, or any of their duly authorized representatives must have the right of access to any documents, papers, or other records of the FSMC and the SFA which are pertinent to the federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the FSMC and SFA's personnel for the purpose of interview and discussion related to such documents (2 *CFR*, Section 200.336[a]).
- E. The distributing agency/CDE, recipient agency/SFA, the Comptroller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for management and use of donated foods (7 *CFR*, Section 250.53[a][10]).

X. Monitoring and Compliance

- A. The FSMC shall monitor the food service operation of the SFA through periodic on-site visits in order to develop recommendations for improvement of the food service program.
- B. The FSMC warrants and certifies that in the performance of this Contract it will comply with all applicable statutes, rules, regulations, and orders of the United States and the state of California.
- C. The SFA shall establish internal controls that ensure the accuracy of lunch counts prior to the submission of the monthly Claim for Reimbursement in accordance with 7 *CFR*, Section 210.8(a). At a minimum, these internal controls shall include all of the following:
 - An on-site review of the lunch counting and claiming system employed by each school within the jurisdiction of the SFA (7 *CFR*, Section 210.8[a][1])
 - Comparisons of daily free, reduced-price, and paid lunch counts against data that will assist with the identification of lunch counts in excess of the number of free, reduced-price, and paid lunches served each day to children eligible for such lunches
 - A system for following up on lunch counts that suggest the likelihood of lunch counting problems

XI. Equipment, Facilities, Inventory, and Storage

- A. The SFA will make available to the FSMC, without any cost or charge, area(s) of the premises agreeable to both parties in which the FSMC shall render its services. The SFA shall provide the FSMC with local telephone service. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA's premises.
- B. The FSMC shall notify the SFA of any equipment belonging to the FSMC on the SFA's premises within 10 days of its placement on the SFA's premises.
- C. The SFA shall have access, with or without notice, to all of the SFA's facilities used by the FSMC for purposes of inspection and audit.
- D. Ownership of the beginning inventory of food and supplies shall remain with the SFA.
- E. Ownership of all nonexpendable supplies and capital equipment shall remain with the SFA. However, the FSMC must take such measures as may be reasonably required by the SFA for protection against loss, pilferage, and/or destruction.

XII. Certifications

- A. The FSMC warrants and certifies that in the performance of this Contract, it will comply with the rules and regulations of the CDE and the USDA, and any additions or amendments thereto, including but not limited to 2 *CFR*, parts 200 and 400, and 7 *CFR*, parts 210, 215, 220, 245, 250, and USDA FNS Instruction and policy, as applicable. The FSMC agrees to indemnify the SFA and the CDE against any loss, cost, damage, or liability by reason of the FSMC's violation of this provision.
- B. The FSMC shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations, and statutes.
- C. The SFA and FSMC shall comply with all applicable standards, orders, or regulations issued.

For contracts in excess of \$150,000, the SFA and FSMC shall comply with the Clean Air Act (42 U.S.C. sections 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. Section 1251) as amended (Appendix II to 2 *CFR*, Part 200).

- D. Debarment and Suspension

The parties shall not enter into contracts with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement programs (Executive Orders 12549 and 12689 and 2 *CFR*, Part 200, Appendix II).

E. Lobbying

The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (2 *CFR*, Section 418) must accompany each subsequent four (4) additional one-year renewals. Contract renewals that do not include this certification will not be accepted for consideration (Appendix II to 2 *CFR* Part 200 Section [I]: Byrd Anti-Lobbying [31 U.S.C 1352]).

XIII. Insurance

The parties shall maintain the following insurances:

A. Workers' Compensation Insurance

Each party shall maintain Workers' Compensation Insurance coverage as required by state law, and Employers' Liability in the amount of one million dollars (\$1,000,000.00) for each accident covering all employees employed in connection with child nutrition program operations.

B. Comprehensive or Commercial Insurance

The FSMC shall maintain during the term of this Contract, for protection of the SFA and the FSMC, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than five million dollars (\$5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Broad Form Property Damage Liability on the FSMC-owned property, Blanket Contractual Liability, and Products Liability, covering only the operations and activities of the FSMC under the Contract and, upon request, shall provide the SFA with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without 30 days prior written notice of cancellation to the SFA. With the exception of Workers' Compensation Insurance, the SFA shall be named as an additional insured under the FSMC's policies of insurance to the extent the SFA is indemnified pursuant to this Contract.

C. Property Insurance

The SFA shall maintain, or cause to be maintained, a system of coverage either through purchased insurance, self-insurance, or a combination thereof to keep the buildings, including the premises, and all property contained therein insured against loss or damage by fire, explosion, or other cause normally covered by standard broad form property insurance.

XIV. Termination

Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract (7 *CFR*, sections 210.16[d] and 250.12[f][9]). The nonbreaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the nonbreaching party shall give a 60-day notice to the breaching party of their intent to terminate this Contract upon expiration of the 60-day period. This Contract may be terminated, in whole or in part, for convenience by the SFA with the consent of the FSMC, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (2 *CFR*, Section 200.339[a][3]). The Contract may also be terminated, in whole or in part, by the FSMC upon written notification to the SFA, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the SFA determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the SFA may terminate the Contract in its entirety (2 *CFR*, Section 200.339[a][4]). The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

Exhibit A

Scope of Work

1. Overview of El Camino Real Charter High School Food Service Program

- A. Scale. The SFA employs 0 persons who provide food service to approximately 3,700 children at one site. The food service prepares approximately 68,000 Breakfasts and 173,000 Lunches annually.
- B. Financial Goals. The FSMC is to manage all food waste, and invoice the SFA each month for the number of meals served.
- C. Management Goals. The FSMC is expected to properly manage all aspects of the NSLP, SBP in accordance with USDA and CDE regulations. Daily meal production records, daily temperatures are to be recorded and maintained on site. These records are to be kept for 3 years. All meals served are to contain all components using Offer vs Serve, to create a reimbursable meal. All meals are to follow the USDA meal pattern. FSMC staff is to treat all students with respect and maintain all confidentiality when serving meals.
- D. Food Service Office and Staff. The food service staff is provided by the FSMC. The FSMC should analyze the meals needed and determine how many staff is appropriate to properly serve this site.
- E. National School Lunch Program and School Breakfast Program.

Participation

PROGRAM	GRADES	MAX ENROLLMENT*	AVERAGE DAILY PARTICIPATION	FULL PAY*	FREE*	REDUCED*
National School Lunch (NSLP)	9-12	3,700	793	256	394	144
School Breakfast Program (SBP)	9-12	3,700	572	136	320	115

Commented [KL10]: Update Numbers

2. Description of FSMC Responsibilities

General: Under the direction of the SFA's Operations Director, the FSMC selected pursuant to this RFP will provide the following: The FSMC is expected to properly manage all aspects of the NSLP, SBP, USDA FDP, in accordance with USDA and CDE regulations. Daily meal production records, daily temperatures are to be recorded and maintained on site. These records are to be retained for an additional 3 years from the last date of the contract. All meals served are to contain all components using Offer vs Serve, to create a reimbursable meal. All meals are to follow the USDA meal pattern. FSMC staff is to treat all students with respect and maintain all confidentiality when serving meals. Assist the SFA in student meal collections. In addition, the FSMC will employ qualified professionals to cook, prepare, serve and count all meals.

Commented [SM11]: All records should be retain for additional 3 years from the last date of the contract.

A. Purchasing of Supplies for the Food Service Program

Recommend (or be responsible for) purchasing standards and specifications that will result in the best quality of products and services at the lowest price for the food service program.

All transactions shall be conducted in a manner so as to provide maximum open and free competition as provided by statute and regulation.

The grade, purchase unit, style, weight, ingredients, formulation, etc., shall be in compliance with applicable statutes and regulations.

Purchase food and/or supplies (if applicable); if authorized by the SFA, the FSMC shall purchase food used by the food service operation and the purchasing of food shall not displace SFA staff or delegate responsibilities of the SFA to the FSMC.

Recommend new or improved procedures for the requisition, receipt, and verification of all supplies used by the food service operation

B. Contracting With Small, and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

The FSMC shall comply with 2 CFR, Section 200.321 (as applicable).

C. Buy American

The SFA participates in meal programs that require the use of nonprofit school food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U. S. substantially (51 percent or more by weight or volume) using

agricultural commodities that are produced in the U. S. as provided in 7 *CFR*, sections 210.21(d) and 220.16(d). The FSMC must:

1. **Submit certification statements for all processed agricultural products.** The FSMC must provide written documentation to the SFA at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume.

OR:

2. **Request SFA approval prior to delivering a nondomestic agricultural commodity or product.** If the FSMC cannot comply with #1 above, the FSMC must notify the SFA in writing 10 days prior to delivering a nondomestic agricultural commodity or product. This written notification must include the following:
 - a) Whether the request to deliver a nondomestic food is because the product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality, or competitive bids reveal the costs of a domestic product are significantly higher than the nondomestic product
 - b) The pricing of both domestic and nondomestic products and/or availability data to justify the use of one of the two allowable exceptions
 - c) A list of alternative domestic substitutes for the SFA to consider for delivery instead of the nondomestic agricultural product

D. Facility or Site Operations

The FSMC shall recommend:

- Safety programs for employees
- Sanitation standards for housekeeping, preparation, storage, and equipment
- Adjustments to practices and operation of equipment as required
- A Food Safety Plan and participate in the development, implementation, and maintenance of said plan
- Methods to increase participation at all levels of the SFA's food service programs, improve food quality, and upgrade equipment and facilities

- Hours and number of positions at each site to meet food service operational needs

E. Menus

Adhere to the 21-day cycle menu for the first 21 days of meal service; thereafter, the FSMC may only make changes with the SFA's approval (7 *CFR*, sections 210.10, 210.16[b][1] and 220.8, if applicable).

Provide recommendations for menu development that will result in the best quality of products and services at the lowest price for the food service program.

Seek student and parent input on successful menu variation and planning.

Provide, upon request by the SFA, recommended menus to assure compliance with all applicable statutes and regulations; include menu recommendations to meet the needs of students with special dietary needs or disabilities.

F. Quality Control

Recommend or establish a formal structure to routinely and continuously gather input from students, staff, and parents about food services.

Recommend or establish a structure or process to routinely and continuously gather input from food service employees to ensure the most effective and efficient operation possible.

G. Staff

Recommend management staff and structure that will enhance the SFA's food service programs and ensure that the SFA's food service programs are of consistent top quality and held in positive regard by students, staff, and the public.

Recommend or establish and conduct management and staff training programs that will ensure staff development, proper supervision, professional and health certifications, and consistent quality control both in production and service.

H. Records

Maintain full and complete financial and inventory records sufficient to meet federal and state requirements and that are in accordance with generally accepted accounting procedures.

Maintain employment records that show FSMC staff have all professional and health certifications as required by federal or state law and the SFA.

I. Education

Recommend actions or events to promote the nutrition education aspects of the food service program, and recommend or cooperate with efforts to merge these actions or events with classroom instruction; the FSMC will work in partnership with the SFA to educate students, parents, teachers, and the community about efforts to promote better nutrition and health.

Coordinate meeting times with the Food Service Director, other SFA staff, and parents or students to discuss ideas to improve the food service program; arrange meetings between an acceptable management representative of the FSMC and the Food Service Director, other SFA staff, and the school board, upon request.

J. Reports

Collect and provide, in the required format, information necessary for school food service claims for reimbursement from state and federal agencies and maintain records of past information; at the end of each month the number of meals to be claimed will be submitted to the SFA contact by the FSMC consultant/representative on or before the **10th** of each month (7 *CFR*, 210.16[c][1]).

Provide the SFA with monthly operating statements and other information determined by the SFA regarding the food service programs.

K. Point of Service

Provide and/or implement an accurate point of service meal and milk count; such meal and milk counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under 7 *CFR*, Section 245.8.

3. Specific FSMC Tasks

Staff Training. All FSMC staff must receive their food handlers certificate, and submit proof of the required training prior to school start. All FSMC must also have all background checks conducted prior to school start, July 1, 2021.

Exhibit B
Schedule of Fees

The costs included in the Cost per Meal table comprise the fixed price per meal. The fees are agreed upon by both parties and represent allowable food service costs in accordance with 2 CFR, Part 200.

All costs are based on the average daily participation of 1365 students in the district and 180 school days.

Commented [KL12]: Update numbers

Cost per Meal

Note: Prices must **not** include values for donated foods, and must include all meal programs.

LINE ITEM	UNITS*	RATE	TOTAL
Breakfast	98,886	\$	\$
Lunch	151,114	\$	\$
Snacks		\$	\$
Seamless Summer Feeding Option		\$	\$
Nonreimbursable Meals	3,904	\$	\$
TOTAL	253,904	\$	\$

Commented [KL13]: Update numbers

*Units to be provided by SFA

Coversheet

Discuss and Vote on the Proposed 2022-23 School Calendar

Section: V. School Business
Item: J. Discuss and Vote on the Proposed 2022-23 School Calendar
Purpose: Vote
Submitted by:
Related Material: Proposed 2022-2023 ECR Calendar.docx

EL CAMINO REAL CHARTER HIGH SCHOOL Proposed 2022-2023 School Calendar

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

August 2022						
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28	29	30	31			

September 2022						
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October 2022						
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30	31					

November 2022						
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December 2022						
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January 2023						
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29	30	31				

February 2023						
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26	27	28				

March 2023						
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April 2023						
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23	24	25	26	27	28	29
30						

May 2023						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2023						
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

	Professional Development (PD) Day (Pupil Free)
	Regular Schedule School Day
	No School/Holiday
	Shortened Day

	Pupil Free Day
	Common Planning Day Schedule (9:37am start time)
	Minimum Day Schedule

8/8/22	First Day of Instruction
9/2/22	Admissions Day
9/5/22	Labor Day
9/26/22	Floating Holiday
10/5/22	Floating Holiday
11/11/22	Veterans' Day
11/21-11/25/22	Thanksgiving Break
12/19/21-1/6/22	Winter Break

1/10/23	Second Semester Begins
1/16/23	Dr. Martin L. King Birthday
2/20/23	Presidents' Day
3/31/23	Cesar Chavez Birthday Observed
4/3-4/7/23	Spring Break
5/29/23	Memorial Day
6/2/23	Last Day of Instruction