El Camino Real Charter High School

Regular Board Meeting

09–24-26 Regular Board Meeting

Date and Time

Thursday September 24, 2026 at 5:30 PM PDT

Location

El Camino Real Charter High School - Media Center

5440 Valley Circle Woodland Hills CA 91367

Meeting can also be seen and heard at:

North Campus - 7401 Shoup Ave. West Hills CA 91307

ANNUAL MEETING AND 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).

INSTRUCTIONS FOR PRESENTATIONS TO THE BOARD BY PARENTS AND OTHER MEETING ATTENDEES: El Camino Real Alliance ("ECRA") welcomes your participation at ECRA's Board meetings. The purpose of a public meeting of the Board of Directors ("Board") is to conduct the affairs of ECRA in public. Your participation assures us of continuing community interest in our charter school. To assist you in the ease of speaking/ participating in our meetings, the following guidelines are provided:

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2. “Request to Speak” forms are available to all audience members who wish to speak on any agenda items or under the general category of “Public Comments.” “Public Comments” is set aside for members of the audience to raise issues that are not specifically on the agenda. However, Due to public meeting laws, the Board can only listen to your issue, not respond or take action during the Public Comments periods. The Board may give direction to staff to respond to your concern or you may be offered the option of returning with a citizen-requested item.

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4. When addressing the Board, speakers are requested to state their name and adhere to the time limits set forth. In order to maintain allotted time limits, the Board Chair may modify speaker time allocations or the total amount of allotted time for an item.

5. Any public records relating to an agenda item for an Open Session of the Board which are distributed to all, or a majority of all, of the Board members shall be available for public inspection at 5440 Valley Circle Blvd., Woodland Hills, California, 91367.

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Consent Agenda: All matters listed under the consent agenda are considered by the Board to be routine and may 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.

In compliance with the Americans with Disabilities Act (ADA) and upon request, El Camino Real Alliance may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Requests for disability related modifications or accommodations shall be made 24 hours prior to the meeting to Emilie Larew, in person, by email at comment@ecrchs.net, or by calling (818) 595-7500.

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**5:30 PM**
	Opening Items			
A.	Call the Meeting to Order		Mariellen Webster	1 m
B.	Record Attendance and Guests		Christopher Valencia	1 m
C.	Pledge of Allegiance to the United States of America (USA)		Mariellen Webster	1 m
D.	Public Comments		Public	24 m

NOTE: “Public Comments” is set aside for members of the audience to raise issues that are not specifically on the agenda.

However, due to public meeting laws, the Board can only listen to your issue, not respond or take action.
These presentations are limited to ***three (3) minutes*** and total time allotted to non-agenda items will not exceed twenty four (24) minutes. A member of the public who requires the use of a translator, in order to receive the same opportunity as others to directly address the Board, shall be permitted twice the allotted time to speak.

The Board may give direction to staff to respond to your concern or you may be offered the option of returning with a citizen-requested item

E.	UTLA Update	Discuss	UTLA Representative	5 m

		Purpose	Presenter	Time
F.	AFSCME Update	Discuss	AFSCME Representative	5 m
G.	Executive Director Update		Emilie Larew	10 m
H.	Board Chair Update	Discuss	Mariellen Webster	10 m

II. Consent — 6:27 PM

A.	Approve Minutes of February 26, 2026 Regular Board Meeting	Approve Minutes	Mariellen Webster	1 m
B.	Approve Minutes of August 24, 2026 Regular Board Meeting	Approve Minutes	Mariellen Webster	1 m

III. Governance — 6:29 PM

A.	Discuss and Vote to Elect an Interim Board Secretary	Vote	Mariellen Webster	5 m
B.	Discuss and Vote on Updated Membership of Board Committees	Vote	Mariellen Webster	5 m

Discuss and vote on the membership of one or more Board committees due to Board and/or Committee resignations:

* Finance & Investment
* Travel

C.	Resolution Authorizing Submission of Charter Renewal Petition to LAUSD Board of Education	Vote	Emilie Larew	10 m

Ms. Larew will present information about the Charter Renewal Petition and process, following which the Board will discuss and vote on a resolution that identifies the Lead Petitioner, provides authorization for the Lead Petitioner engage in the charter renewal process with the district, and provides authorization to submit the petition in accordance with legal requirements and district policies.

		Purpose	Presenter	Time
IV.	**Finance**			**6:49 PM**
A.	Discuss and Vote to Approve the August 2026 Check Registers	Vote	Janneyra Verduzco	1 m
	Prior to the vote, Ms. Verduzco will present the August 2026 Check Registers and answer any questions.			
B.	Discuss and Vote to Approve the August 2026 Credit Card Statements	Vote	Janneyra Verduzco	1 m
	Prior to the vote, Ms. Verduzco will present the August 2026 Credit Card Statements and answer any questions.			
C.	Investment Update – June, July, and August 2026	Discuss	Janneyra Verduzco	10 m
	Ms. Verduzco will present the June, July and August 2026 Investment Update and answer any questions.			
V.	**School Business**			**7:01 PM**
A.	Discuss and Vote to Approve Revisions to the 2026–2027 Employee Handbook	Vote	Vania Rodriguez	5 m
	Prior to the vote, Ms. Rodriguez will discuss the revisions to the Employee Handbook for 2026-2027 and answer any questions.			
B.	Discuss and Vote to Approve Revisions to the 2026–2027 Parent and Student Handbook	Vote	Vania Rodriguez	5 m
	Prior to the vote, Ms. Rodriguez will discuss the revisions to the Parent and Student Handbook 2026-2027 and answer any questions.			
C.	Discuss and Vote to Approve the Variable Term Waiver	Vote	Vania Rodriguez	5 m
	Prior to the vote, Ms. Rodriguez will provide an overview of the Variable Term Waiver request to transfer an existing waiver from a new employee's former school district to El Camino Real Charter High School.			
D.	Discuss and Vote to Approve a One-Period Coach Authorization for the 2026–2027 School Year	Vote	Emilie Larew	5 m

		Purpose	Presenter	Time

Prior to the vote, Ms. Larew, Interim Executive Director, will lead a discussion regarding the request for One-Period Coach Authorization for the 2026–2027 school year, including verification of the requests and approval for the following sports/courses and designated teachers/coaches:

* Camille King - Cross Country, Track & Field
* Eric Choi - Girls Golf, Girls Soccer, Boys Golf
* Edgar Ortega - Football
* Dean Bennett - Girls Flag Football, Lacrosse
* Kevin Thurow - Marching Band

E.	Discuss and Vote to Approve Independent Contractor Agreement for Financial Services	Vote	Emilie Larew	5 m

Prior to the vote, Mrs. Larew will discuss the need for financial consulting services to support the School's fiscal operations and answer any questions.

F.	Vote to Approve 2026-2027 Amended State SELPA-Approved NPA/NPS Master Agreement for Academy for the Advancement of Children with Autism (AACA)	Vote	Emilie Larew	5 m
G.	Discuss and Vote to Ratify Contract with Third-Party Security Company Code 4	Vote	Emilie Larew	10 m

Prior to the vote, Ms. Larew will present information about the selection process for the new security company per the RFP rubric and the purpose of the contract ratification.

VI. Closed Session — 7:41 PM

A.	Conference with Legal Counsel - Anticipated Litigation	Discuss	Legal Counsel	30 m

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: Three Cases

B.	PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE	Discuss	Legal Counsel	30 m

		Purpose	Presenter	Time
VII.	**Reconvene to Open Session**			**8:41 PM**
A.	Report on Actions Taken in Closed Session, If Any	Discuss	Mariellen Webster	1 m
VIII.	**Closing Items**			**8:42 PM**
A.	Adjourn Meeting	Vote	Mariellen Webster	1 m

Coversheet

Executive Director Update

Section: I. Opening Items
Item: G. Executive Director Update
Purpose: FYI
Submitted by:
Related Material: Interim ED Board Report 9.24.26.pdf

ECR

5440 Valley Circle Blvd.
Woodland Hills CA 91367

Home of Academic, Athletic, & Artistic Excellence

Interim Executive Director: Emilie Larew
Interim Board Chair: Mariellen Webster

Interim Executive Director Report
September 24, 2026

Updates on New & Returning Staff

Newly Hired Administrative Directors:

- Edgar Ortega (Athletics)
- Philippa Vedros (Student Support Services)

Positions Reopened by the Board:

- Campus Aide, Senior - DeAutry Jones Returned 9/16
- Director of Student and Teacher Technology – Ryan Guinto Returns 9/28
- Administrative Director (Discipline) - Jason Camp Returns 9/28

An updated organizational chart listing each Administrative Director's oversight responsibilities will be provided to the staff by Monday, 9/28, when the changes go into effect.

PBIS Update

The PBIS Team met this week and presented a PBIS Refresher to the faculty on Wednesday during the Common Planning time.

Royal Rewards continues, but with newly reduced amounts required for students to redeem their rewards for items at the Student Store.





ECR

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Interim Executive Director: Emilie Larew
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Student Activities / Events

- 9/24 Staff vs. Student Volleyball Game
- 9/25 Senior Getaway
- 9/28 Fall Sports Pep Rally
- 9/29 Club Rush (ECR has more than 65 student clubs)
- 10/17 PSAT
- 10/24 Homecoming Dance

Athletic Games

- 9/24 JV Football
- 9/25 No Varsity Football this week
- 9/28 Girls Volleyball, Girls Tennis, Flag Football
- 9/30 Girls Golf, Girls Tennis, Flag Football, Girls Volleyball
- 10/1 Cross Country
- 10/2 JV and Varsity Football
- 10/5 Girls Volleyball, Girls Tennis, Flag Football
- 10/7 Girls Golf, Girls Tennis, Flag Football, Girls Volleyball
- 10/9 JV and Varsity Football
- 10/12 Girls Volleyball, Girls Tennis, Flag Football
- 10/14 Girls Golf, Girls Tennis, Flag Football, Girls Volleyball
- 10/16 JV and Varsity Football
- 10/19 Girls Tennis, Flag Football
- 10/21 Girls Golf, Girls Tennis, Flag Football
- 10/22 Cross Country
- 10/23 JV and Varsity Football (Homecoming Game)
- 10/26 Flag Football
- 10/28 Girls Golf, Flag Football
- 10/30 JV and Varsity Football (Senior Night)

Go Royals!

Coversheet

Approve Minutes of February 26, 2026 Regular Board Meeting

Section:	II. Consent
Item:	A. Approve Minutes of February 26, 2026 Regular Board Meeting
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Regular Board Meeting on February 26, 2026

APPROVED

El Camino Real Charter High School

Minutes

Regular Board Meeting

2-26-2026 Regular Board Meeting

Date and Time
Thursday February 26, 2026 at 5:30 PM

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NOTE: Public Comments, effective with the March 24th, 2022, Regular Board Meeting, are limited to two (2) minutes and total time allotted to all agenda and non-agenda items will not exceed thirty (30) minutes.

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Directors Present
Alexandra Ramirez, Brad Wright, Joe Kolkowitz, Linda Ibach, Ronald Laws

Directors Absent
Norris Gunby, Steven Kofahl

Directors who arrived after the meeting opened
Ronald Laws

Directors who left before the meeting adjourned
Ronald Laws

Guests Present
Ryan Guinto, Vania Rodriguez

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 Feb 26, 2026 at 5:30 PM.

B. Record Attendance and Guests

C. Pledge of Allegiance to the United States of America (USA)

Mr. Wright led Board member and guests in the Pledge of Allegiance to the United States of America (USA)
Brad Wright made a motion to go into closed session.
Joe Kolkowitz seconded the motion.
Entered closed session at 5:32 pm
The board **VOTED** to approve the motion.

D. Public Comments

No public comments
Ronald Laws arrived at 5:31 PM.

E. Executive Director Update

Boys Basketball:

- Competing in the Open Division Finals at Pasadena City College.

Girls Basketball:

- Competing in the Division I Finals at Pasadena City College.

ROTC:

- Hosting a regional competition on campus.
- Leadership encouraged the community to attend and support students participating in these activities.

WASC Mid-Cycle Visit

- WASC (Western Association of Schools and Colleges) conducted a one-day mid-cycle visit on February 11.
- WASC provides the school's accreditation/credentialing.
- Overall feedback was described as very positive.
- The next major WASC visit is expected in approximately three years.

School-Wide Strengths Identified:

- Strong opportunities for staff, student, and family engagement and two-way communication.
- Staff demonstrated resilience, adaptability, and commitment to student success.
- Leadership effectively responded to significant challenges and changes.
- Targeted interventions are supporting growth in ELA, math, and science.
- Strong supports are in place for graduation, college, and career readiness.

- Marketing and communications efforts helped rebrand the school and address declining enrollment.
- Career Technical Education (CTE) has expanded to 5 pathways, including certifications and college articulation.
- Parent communication has improved through:
    - Surveys
    - Marketing materials
    - Parent groups
- PBIS and MTSS are being used to address discipline and attendance.
- Professional Learning Communities (PLCs) are using common assessments and data to guide instruction.

Areas for Continued Growth:

- Continue improving student achievement in ELA, math, and science.
- Increase focus on historically underserved student populations.
- Ensure all students graduate college and career ready.
- Continue strengthening discipline and attendance supports.
- Expand formal academic interventions during the school day for at-risk students.
- Improve equitable access to academic support.
- Increase staff participation in analyzing assessment and student performance data.
- Develop a school-wide data system/platform to identify trends and guide instructional practices.
- Establish a multi-year professional development plan, rather than focusing only on one-year training.
- Use professional development to strengthen:
    - Data analysis
    - Equitable curriculum design
    - High-impact instructional practices

Board Recognition

- Mr. Wright expressed strong appreciation for David Hussey's leadership and dedication.
- He highlighted Hussey's active involvement throughout the school, including:
    - Graduation activities
    - Classroom visits
    - School events and staging
    - Day-to-day campus activities
- Mr. Wright emphasized that Hussey's work reflects personal dedication to the school, not simply a job.
- He expressed hope that Hussey will remain with the school for many years.

F. Chief Business Officer Update

Presenter: Ferdinand Delgado, CBO
Current Enrollment:

- Current enrollment: 2,836 students
- Foreign exchange students: Approximately 70 students
- ADA-generating enrollment: Approximately 2,766 students
- Foreign exchange students are not included in state ADA funding.

Foreign Exchange Student Tuition:

- Current tuition: $15,000 per student
- The school receives tuition because these students are enrolled through I-20/foreign exchange arrangements.
- 2026–2027 tuition: Expected to increase to $16,016 per student.

Key Financial Point:

- Although foreign exchange students increase total enrollment, they do not generate ADA funding from the state; instead, the school receives tuition revenue.

Average Daily Attendance (ADA):

- Normal attendance trend: approximately 92%.
- Current attendance dropped to 90.6%.
- The month had 19 instructional days.
- The lower attendance resulted in funding equivalent to approximately 17 days of attendance.
- Estimated revenue impact: approximately $486,000 loss due to the attendance decline.
- The decline represents approximately a 2% decrease in ADA.

2026–2027 Lottery / Enrollment:

- 537 students participated in the enrollment lottery.
- 294 students have completed enrollment forms for the 2026–2027 school year.
- The incoming 9th-grade class is expected to be the primary area affected by these enrollment numbers.

Open Enrollment:

- The school also offers open enrollment opportunities.
- Open enrollment remains an important source of additional student enrollment.

G. Board Chair Update

Recognition of Teachers and Staff

- Mr. Brad Wright acknowledged Karen Evans, a teacher, for her consistent support of the school.
- He also recognized Dr. Lyons for inviting Board members into her classroom and for her outstanding work with students.

Appreciation for Long-Term Dedication:

- Board Chair highlighted the dedication of staff members who have served the school for more than 20 years.
- Emphasized their continued commitment and important contributions to the school community.

Recognition of Legal Counsel:

- Mr. Wright thanked Roger Scott of Yuminian Core, the school's attorney.
- He recognized Scott's time, dedication, and contributions beyond his contracted responsibilities.

Overall Message:

- Mr. Wright emphasized that employees and professionals supporting the school often contribute far beyond what they are paid to do.
- He expressed sincere appreciation for their commitment, service, and dedication to El Camino.

Brad Wright made a motion to to move the agenda back to the the 2025-2026 LCAP mid midyear update by Dr. Clark.
Alexandra Ramirez seconded the motion.
The board **VOTED** to approve the motion.

II. Reconvene to Open Session

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

The board reconvene to open session at 7:07 PM on the 26th of February, 2026.

Mr. Wright reported that there were no actions taken during the closed session and therefore nothing to report.

Legal counsel reported that the Board took one action during the closed session that required public reporting.

Position Eliminated: The Board voted to eliminate one managerial position.

Clarification: The position eliminated was managerial, not a teaching position.
Brad Wright made a motion to to move to the voting items.

Alexandra Ramirez seconded the motion.
The board **VOTED** to approve the motion.
Ronald Laws left at 7:09 PM.

B. Discuss and Vote on a Resolution for Reduction or Elimination of Certain Certificated Services

- **Presenter:** Vania Rodriguez, Director of Human Resources
- **Reason for Resolution**
  - District is facing financial constraints and must evaluate the budget.
  - State Education Code requires strict timelines for issuing reduction-in-force notices.
  - Notices must be issued before March 15.
- **Potential Teacher Reductions**
  - The resolution could affect seven certificated positions:
    - English
    - SCPR Health
    - Math
    - Physical Education
    - ROTC
    - Social Studies
    - PTE
  - One position from each department is being considered.
- **Board Concerns**
  - Mr. Wright emphasized that teachers are essential to student success.
  - He clarified that voting for the resolution does not necessarily mean supporting the layoffs.
  - He intends to explore other options to protect teacher positions, including eliminating redundant positions or vendors.
  - He stated that seven positions is too many and that he will advocate for keeping as many teachers as possible.
- **Other Cost-Saving Options**
  - The administration has also reviewed:
    - Auxiliary positions
    - Retirements
    - Other staffing changes
    - Other potential cost-saving measures
  - There is currently one confirmed retirement, with additional potential retirements pending official letters.
- **Why Action Is Needed Now**
  - The resolution is described as largely procedural because of the strict Ed Code deadlines.
  - The potential reductions can still be rescinded later.

- The administration expects that retirements and other savings could reduce or eliminate the need for some of the notices.
- The expected rescission deadline is around May 14–15.

- **Overall Message**
  - The Board recognizes the seriousness of the financial situation but wants to protect teachers and avoid layoffs whenever possible.
  - Administration will continue evaluating alternatives before final reductions are implemented.

Brad Wright made a motion to Approve the Resolution for Reduction or Elimination of Certain Classified.
Joe Kolkowitz seconded the motion.
The board **VOTED** to approve the motion.

Roll Call	
Steven Kofahl	Absent
Ronald Laws	Absent
Norris Gunby	Absent
Linda Ibach	No

C. Discuss and Vote on a Resolution for Reduction or Elimination of Certain Classified Services

- **Presenter:** Vania Rodriguez, Director of Human Resources
- **Action:** Presenting a resolution for a classified reduction in force (RIF).
- **Position Affected:**
  - Campus Aide Senior position
- **Effective Date:**
  - Beginning with the 2026–2027 school year.
- **Reason:**
  - Financial constraints requiring reductions in staffing.
- **Process:**
  - The reduction is subject to strict timelines and requirements under the CDA.
- **Board Role:**
  - The Board will review the resolution and have an opportunity to ask questions before voting.
- **Motion:**
  - Brad Wright made a motion to approve the Resolution for Reduction or Elimination of Certain Classified Services, which would commence on April 15, 2026.

III. Consent

A. Approve Minutes of January 22, 2026, Regular Board Meeting

Linda Ibach made a motion to approve the minutes from Regular Board Meeting on 01-22-26.
Alexandra Ramirez seconded the motion.
The board **VOTED** to approve the motion.

B. Discuss and Vote on the January 2026 Check Registers

Linda Ibach made a motion to Approve January 2026 Check Registers.
Alexandra Ramirez seconded the motion.
The board **VOTED** to approve the motion.

C. Discuss and Vote on the January, 2026, Credit Card Charges

Linda Ibach made a motion to Approve January, 2026, Credit Card Charges.
Brad Wright seconded the motion.
The board **VOTED** to approve the motion.

IV. Finance

A. January 2026 Investment Update

January 2026 Investment Update

- **Presenters:** Fernando Delgado, CBO, and Mike Breller/Bill Thompson from Beacon Pointe
- **Overall Outlook for 2026:**
  - Beacon Pointe is cautiously optimistic about the economy and markets.
  - Economic growth is expected to return to around 2%.
  - Inflation is expected to remain above the Federal Reserve's 2% target.
  - The Fed may make 1–2 rate cuts during 2026.
  - Estimated recession risk is around 30%.
  - Portfolio positioning is modestly overweight risk/equities.
- **OPEB Account:**
  - Portfolio balance at the end of 2025: approximately $35.3 million.
  - 2025 return: approximately 14.0%.
  - 3-year annualized return: approximately 13.7%.
  - Since inception in September 2021: approximately 5% annualized return.
  - Portfolio remains within its Investment Policy Statement (IPS) ranges.
  - Current positioning:
    - Modestly overweight U.S. and international equities.
    - Modestly underweight fixed income.
  - Benchmark/risk profile: approximately 60% equities / 40% bonds.
- **General Account (GA):**
  - Balance at the end of 2025: approximately $7.7 million.
  - 2025 return: over 11%.
  - 3-year annualized return: approximately 9.7%.

- More conservative allocation than OPEB:
  - 30% equities.
  - 70% bonds.

- **Global Diversification:**
  - International equities performed particularly strongly in 2025.
  - International equities: approximately 26.7% return.
  - U.S. equities: approximately 18.8% for the broader U.S. allocation cited.
  - Beacon Pointe emphasized that the results reinforce the value of global diversification.
- **Tariff Concerns:**
  - Board member Mr. Wright questioned the cautious optimism given potential tariffs and economic uncertainty.
  - Beacon Pointe acknowledged that the impact of tariffs is difficult to predict.
  - They believe potential Fed rate cuts and pro-growth provisions from the prior year's legislation could support economic growth and capital markets.
- **Overall Conclusion:**
  - 2025 was a very strong investment year, following three consecutive years of strong equity performance.
  - Beacon Pointe does not expect another 20%+ equity return year, but continues to favor stocks over bonds.
  - The portfolios remain diversified and within approved investment guidelines.

B. January 2026 Financial Update

January 2026 Financial Update

- **Presenters:** Fernando Delgado, CBO, and Janneyra Verduzco, Director of Accounting and Finance
- **Additional Funding:**
  - School received a grant for the school nutrition services/cafeteria program.
- **Grant Funding:**
  - Approximately $81,492 in additional grant funding was discussed.
  - Total allocation cited: $88,047.
  - Includes $2,500 in base funding.
  - Maximum total entitlement: approximately $90,547.
- **Purpose of the Grant:**
  - Improve cafeteria infrastructure.
  - Support staff training and professional development.
  - Improve meal quality and operational efficiency.
- **Planned Improvements:**
  - Purchase additional ovens.
  - Upgrade refrigeration equipment.
  - Provide professional development to strengthen staff skills and competencies.
  - Improve overall service quality.

- **Additional Information:**
  - The funding was previously discussed by the Finance Committee and was also included in the consent agenda.
  - The school expects to receive the funding shortly.

C. Discussion and Vote the 2025-2026 Second Interim Report

Discussion and Vote – 2025–2026 Second Interim Report

- **Presenter:** Fernando Delgado, CBO
- **Purpose:**
  - Present the 2025–2026 Second Interim Report, a state-mandated financial report.
  - Report is submitted to the State, County Office, and LEUSD.
- **Financial Position:**
  - Original budget: $46+ million.
  - Board-approved operating budget: approximately $46.4 million.
  - Projected year-end revenue: $50.152 million.
  - Projected year-end expenditures: $50.152 million.
  - Current projected deficit: approximately $105,450.
- **Revenue Increase:**
  - Projected revenues increased due to two unexpected grants received by the school.
  - Grant funds are restricted and must be used for specific purposes, including:
    - Professional development/training.
    - Salaries/student effectiveness.
    - Anti-bias initiatives.
- **Federal Funding:**
  - Report provides a breakdown of federal revenues, including various Title I funds.
  - Finance Committee recommended creating graphs/visuals to make federal funding easier to understand.
- **Expense Breakdown Includes:**
  - Certificated salaries.
  - Classified salaries.
  - Employee benefits.
  - Books and services.
  - Operating expenses.
  - Pension contributions/matches.
- **Budget Communication:**
  - CBO is working with staff to make financial information easier to understand.
  - Plans include using infographics and a dashboard-style presentation to show how school funds are spent.
  - This will also help staff better understand spending on salaries, benefits, pensions, and other expenses.

- **Upcoming Budget Planning:**
  - Staff have already begun working on the budget calendar/process for the upcoming school year.
  - Preliminary budget information will also be reviewed with UTLA leadership.
- **Debt:**
  - The school currently has no debt.
- **Overall:**
  - The Second Interim Report continues to project a year-end deficit, despite increased revenue from additional grants.

Linda Ibach made a motion to approve 2025-2026 Second Interim Report.
Alexandra Ramirez seconded the motion.
The board **VOTED** to approve the motion.

D. Discussion and vote for CONAPP

Discussion and Vote – CONAPP

- **Presenters:** Fernando Delgado, CBO, and Janneyra Verduzco, Director of Accounting and Finance
- **Purpose:**
  - Present the 2025–2026 Consolidated Application (CONAPP).
- **CONAPP:**
  - Annual reporting required by the California Department of Education (CDE) to distribute and audit federal education funds.
- **Title I Funding:**
  - Provides supplemental funding to schools serving a high percentage of low-income students.
  - Total allocation: $396,496.
  - Funds were reserved for:
    - Homeless student services.
    - Parent engagement.
  - Amount flowing directly to the school: $388,527.
- **Title II Funding:**
  - Supports teacher and principal quality and professional development.
  - Allocation: $69,039.
  - Funds are used for professional development.
- **Title IV Funding:**
  - Allocation: $27,721.
- **Compliance:**
  - All federal funding allocations were reported and certified.
  - The allocations were confirmed to be aligned with federal requirements.

Alexandra Ramirez made a motion to approve consolidated application or the CONAPP.
Linda Ibach seconded the motion.

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

Public Information and Transparency

- **Mr. Wright reminded everyone about public information and transparency:**
  - All Board information is public and available for the public to review.
  - Community members can access the information online if they miss any part of the meeting.
  - Board members acknowledged that many financial items were already discussed during the Finance Committee meeting the previous week.
  - The goal is to avoid unnecessary repetition while still providing the public with access to the information.

V. School Business

A. Discussion and Vote to Recommend Christy White Associates to Perform the 2024-2025 School Audit

Discussion and Vote to Recommend Christy White Associates to Perform the 2024–2025 School Audit

- **Presenter:** Vanessa Pineda of Christy White, with Fernando Delgado, CBO.
- **Audit Report Includes:**
  - Financial statements:
    - Statement of financial position.
    - Statement of activities.
    - Statement of functional expenses.
    - Statement of cash flows.
    - Notes to the financial statements.
  - Supplementary information:
    - Federal awards expenditures.
    - ADA.
    - Instructional time.
    - Reconciliation of unaudited actuals to audited financial statements.
  - Organizational information:
    - Administration.
    - Board members.
- **Management Responsibilities:**
  - Maintain effective internal controls.
  - Prepare and maintain the school's financial statements.
  - Manage financial information for day-to-day operations.
- **Auditor Responsibilities:**
  - Provide reasonable assurance that financial statements are free from material misstatements.
  - Review financial transactions, including:

        - Cash receipts and disbursements.
        - Payroll.
        - Journal entries.
        - Internal controls.
- **Financial Statement Audit:**
    - Received an unmodified opinion — the best opinion an organization can receive.
    - No significant deficiencies identified.
    - No material weaknesses identified.
    - No material noncompliance identified.
- **Federal Compliance Audit:**
    - Tested the Education Stabilization Fund (ESSER) program.
    - Received an unmodified opinion.
    - No significant deficiencies or material weaknesses.
- **State Compliance Audit:**
    - Received an unmodified opinion.
    - No findings were identified.
    - Items marked “not applicable” simply meant the program or funding did not apply to the school.
- **Overall Audit Results:**
    - Three clean/unmodified opinions:
        - Financial statements.
        - Federal awards.
        - State awards.
    - No significant deficiencies or material weaknesses were identified.
- **Other Audit Matters:**
    - Auditors reviewed accounting estimates and required disclosures.
    - Key disclosures included:
        - Net assets.
        - Post-employment benefit plan (OPEB).
    - Only audit adjustment was related to a fair value adjustment.
    - No disagreements, difficulties, or significant issues with management were reported.
    - Management representation letter was obtained to finalize the audit.
- **Conclusion:**
    - The audit was completed with clean results and no significant findings, and the report was submitted to the required agencies, including CDE, SCO, and LAUSD.
- **Acknowledgment:**
    - Christy White thanked El Camino staff for their cooperation and hard work in providing financial, attendance, payroll, and compliance information.

Linda Ibach made a motion to approve Christy White Associates to Perform the 2024-2025 School Audit.

Alexandra Ramirez seconded the motion.
The board **VOTED** to approve the motion.

B. Discussion and Vote on Fee for Service Request for the School Police Officer

Presenter: David Hussey, Executive Director
Purpose:
Request approval for the School Police Officer fee-for-service agreement.
Finance Committee:
The proposal was previously discussed and recommended for full Board consideration.
Cost:

- Annual cost: approximately $201,112.
- Proposed increase: 3.1%.
- Board members noted the increase is higher than the current ~2.4% COLA.

Police Officer Coverage:

- Officer will be on campus 4 days per week.
- A new school police officer has been identified and is interested in serving the campus.
- The new schedule provides more coverage than the previous arrangement.

Safety Considerations:

- Board members emphasized that campus safety is a top priority.
- School police officers were viewed as particularly valuable because they can build relationships with students and understand the school environment.
- Compared with other law enforcement agencies, school police may take a more studentfocused and relationship-based approach.

Value of the Agreement:

- Although the increase is above COLA, board members felt the additional safety and student support justify the cost.
- The new officer will take only a midday break on Wednesday, rather than the previous officer taking the entire Friday off.
- This provides more service/coverage without adding another paid day.

Brad Wright made a motion to to approve the Fee for Service Request for the School Police Officer.
Linda Ibach seconded the motion.
The board **VOTED** to approve the motion.

C. Discussion and Vote to purchase of Incoming Freshmen Devices

Presenters: Fernando Delgado, CBO, and Ryan Guinto, Director of Technology

Purpose:
Request Board approval to purchase incoming freshmen devices.
Finance Committee:
The purchase was previously reviewed during the Finance Committee meeting.
Purchase Quantity:

- Up to 750 devices for incoming freshmen.
- Enrollment trends are still being monitored, so the school does not plan to exceed 750 devices at this time.
- The final quantity could potentially be lower depending on enrollment.

Bid Comparison:

- GST was selected as the lowest/best option.
- Cost: $448.53 per device.
- Estimated savings: $111,749 compared with Lenovo Direct.

Reason for Timing:

- The school wants to move quickly with the purchase.
- An expected tariff increase could raise device costs.
- Approval was requested immediately so the order can be placed before the anticipated tariff increase.

Board Communication:

- Bid and financial information had already been sent to all Board members.
- Board members were encouraged to review their emails and raise questions during the Finance Committee process to avoid redundancy during the full Board meeting.

Linda Ibach made a motion to approve the purchase of Incoming Freshmen Devices.
Alexandra Ramirez seconded the motion.
The board **VOTED** to approve the motion.

D. **Discussion and Vote for the Renewal of 2026-2027 Food Service Contract with Chartwells**

Presenter: Fernando Delgado, CBO
Vendor: Chartwells
Action:
Request to renew the 2026–2027 Food Service Contract.
Contract Status:

- This will be the fifth year the school has worked with Chartwells.
- This is the final year the existing contract can be extended.

- After this year, the school will need to conduct a competitive Request for Proposals (RFP) process.
- The renewal must be reported to the state.

Financial Performance:

- The school's cafeteria is currently operating at a profit.
- The school reviewed the proposed rates and billing assumptions.
- Additional credits were received based on adjustments to the billing assumptions.
- Based on the review, the school is comfortable continuing with Chartwells for another year.

Board Recognition:

- Mr. Wright expressed appreciation for Ms. Brandi, a cafeteria staff member.
- He praised her for her:
  - Kindness and patience
  - Professionalism
  - Positive relationship with students and staff
  - Genuine care and love for the school
- He noted that students especially enjoy and appreciate her.

Linda Ibach made a motion to approve the Renewal of 2026-2027 Food Service Contract with Chartwells.
Brad Wright seconded the motion.
The board **VOTED** to approve the motion.

E. Discussion and Vote on the 2026-2027 Budget Planning Process and Calendar

Presenter: Fernando Delgado, CBO
Purpose:
Present the proposed 2026–2027 Budget Calendar and planning process.
Budget Planning Timeline:

- April: Initial budget review with administration and Business Office.
- May: Detailed budget discussions with:
  - Department budget heads
  - Administrators
  - Business Office
- Departments will review and discuss their individual budget needs, including textbooks and other expenses.
- Information gathered will be consolidated into the proposed budget.

Board Review:

- The completed budget will be presented to the Board for review.

- Final Board approval is expected in July.

Linda Ibach made a motion to approve the 2026-2027 Budget Planning Process and Calendar.
Alexandra Ramirez seconded the motion.
The board **VOTED** to approve the motion.
Alexandra Ramirez made a motion to to move the agenda back to the executive director updates.
Linda Ibach seconded the motion.
The board **VOTED** to approve the motion.

F. Discussion on 2025-2026 LCAP Mid-Year Update

Presenter: Dr. Minita Clark, Administrative Director
Purpose:
Provide the Board with a mid-year progress update on the 2025–2026 Local Control and Accountability Plan (LCAP).
Important:

- The update is for information only and is not subject to a vote.
- LCAP is a three-year plan, currently in Year 2, moving toward Year 3.
- The school will begin rewriting goals, actions, and measures for the next LCAP cycle.

Goal 1 — High-Quality, Equitable Education

- Focus remains on ELA, math, and science, standards-based instruction, rigorous learning, and targeted interventions.
- Foster youth liaison: Maintained and fully compliant.
- Study skills: Two classes currently offered.
- Intervention team: Two staff members currently provide intervention support.
- Continued required out-of-classroom support for students with disabilities.
- English Learner (EL) interventions remain in progress.
    - Part-time EL coordinator is supporting the program.
    - EL assistants and instructional materials are provided.
- School-wide professional development continues, particularly in ELA, math, and science.
- Data-driven instruction: One-to-one technology initiative continues.
- Data team continues supporting departments, currently with two members.
- NWEA Math testing continues three times per year.
- School remains 100% compliant with highly qualified teachers and administrators.

Goal 2 — College & Career Readiness

- Focus is on increasing graduation rates and ensuring students graduate college and career ready.

- Special attention is given to historically underserved students, including:
    - Students with disabilities
    - Latinx students
    - English Learners
    - African American students
    - Foster youth
    - Homeless students
- CTE: School now has 5 career pathways and continues to expand.
- AP course/test participation and completion remain strong.
- Two college and career counselors are currently staffed.
- Academic and college/career counseling remains 100% compliant.
- Summer school and credit recovery continue, although changes may be considered.
- College visits and workshops continue.
- HBCU college tour: Currently in its 5th year.
- LCAP includes funding for students to visit colleges locally and throughout California.
- Leadership identified an opportunity to better use LCAP resources for Hispanic Serving Institutions (HSIs) and other targeted college visits.

Goal 3 — Parent & Family Engagement

- Focus is on improving parent/guardian communication and engagement.
- WASC recognized improvements but also identified this as an area for continued growth.
- School provides parent materials in multiple languages and translators when needed.
- RISE parent program: Currently limited due to parent leaders stepping down.
- Current data is not yet available for:
    - Attendance notifications
    - Home-school communication
    - Marketing initiatives
    - Family Center
- End-of-year data will provide a clearer picture of progress.

Goal 4 — Safe, Inclusive & Equitable Learning Environment

- School remains 100% compliant with required supports.
- School-based therapist: One therapist currently serves students.
    - Position was reduced from four therapists because of budget constraints.
    - Feedback from students and teachers remains positive.
- Pupil Services and Attendance Counselor: Position was never implemented despite previous requests.
    - Leadership is considering removing this action from the next LCAP due to fiscal priorities.

- Facilities:
    - Several maintenance/construction projects are currently underway.
    - Early feedback indicates bathrooms and facilities are improving.
    - Final results will be evaluated at the end of the year.
- Accessibility:
    - Board discussed the need for facilities to accommodate students with varying height, size, and accessibility needs.
    - Leadership is assessing appropriate accessible facilities and bathrooms.
    - Accessibility is a requirement for meeting the needs of all students.
- School continues to have:
    - A school nurse
    - LVN support
    - PBIS (Positive Behavioral Interventions and Supports)
    - MTSS (Multi-Tiered System of Supports)

Safety & Student Support

- PBIS is in Year 2, moving into Year 3.
- Regular PBIS meetings continue, with feedback indicating the program is having a positive impact.
- PBIS coordinator position was lost due to budget constraints, reducing some implementation capacity.
- Safety Team meetings continue regularly.
- Two deans remain on staff — one male and one female.
- TAP cards continue to be provided to students at no cost.
- Independent Study continues to receive funding as the program grows.
- School continues its partnership with West Valley Occupational Center.

Overall Takeaway

- The LCAP is progressing across all four goals, with many required programs remaining compliant.
- Key areas for continued improvement include academic interventions, data use, parent engagement, accessibility, and PBIS implementation.
- Budget constraints are affecting staffing and some planned programs.
- Leadership will use the mid-year findings to determine priorities and revisions for the next LCAP cycle.

Brad Wright made a motion to move into closed session.
Alexandra Ramirez seconded the motion.
The board entered the closed session at 8:20 PM on the 26th of February, 2026.
The board **VOTED** to approve the motion.
The board reconvened to open session at 8:29 PM on the 26th of February, 2026.

VI. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:30 PM.

Respectfully Submitted,
Vania Rodriguez

Coversheet

Approve Minutes of August 24, 2026 Regular Board Meeting

Section:	II. Consent
Item:	B. Approve Minutes of August 24, 2026 Regular Board Meeting
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Special Board Meeting on August 24, 2026

APPROVED

El Camino Real Charter High School

Minutes

Special Board Meeting

08/24/2026 Special Board Meeting

Date and Time
Monday August 24, 2026 at 10:00 AM

Location
North Campus - 7401 Shoup Ave. West Hills CA 91307

TELECONFERENCE LOCATION:

15892 Standish Lane, Huntington Beach, CA 92647

Meeting can also be seen and heard at:

El Camino Real Charter High School - A206

5440 Valley Circle Woodland Hills CA 91367

SPECIAL BOARD MEETING

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

ATTENTION:

WE HAVE RETURNED TO "IN-PERSON" REGULAR AND SPECIAL BOARD MEETINGS AND COMMITTEE MEETINGS.

INSTRUCTIONS FOR PRESENTATIONS TO THE BOARD BY PARENTS AND OTHER MEETING ATTENDEES:

El Camino Real Alliance ("ECRA") welcomes your participation at ECRA's Board meetings. The purpose of a public meeting of the Board of Directors ("Board") is to conduct the affairs of ECRA in public.

Your participation assures us of continuing community interest in our charter school. To assist you in the ease of speaking/ participating in our meetings, the following guidelines are provided:

1. Agendas are available to all audience members at the door to the meeting.

2. "Request to Speak" forms are available to all audience members who wish to speak on any agenda items of the Special Baord Meeting.

"Public Comments" is set aside for members of the audience to raise issues that are on the agenda.

However, due to public meeting laws, the Board can only listen to your issue, not respond or take action.
These presentations are limited to ***two (2) minutes*** and and total time allotted is only for the topics in the agenda items and will not exceed sixteen(16) minutes. A member of the public who requires the use of a translator, in order to receive the same opportunity as others to directly address the Board, shall be permitted twice the allotted time to speak, and the total allocated time shall be appropriately increased as well.

The Board may give direction to staff to respond to your concern or you may be offered the option of returning with a citizen-requested item.

3. When addressing the Board, speakers are requested to state their name and adhere to the time limits set forth. In order to maintain allotted time limits, the Board Chair may modify speaker time allocations or the total amount of allotted time for an item.

4. Any public records relating to an agenda item for an Open Session of the Board which are distributed to all, or a majority of all, of the Board members shall be available for public inspection at 5440 Valley Circle Blvd., Woodland Hills, California, 91367.

IMPORTANT NOTE REGARDING PUBLIC COMMENTS:

Effective September 2022, public comments presentations at all ECRA Regular and Special Board Meetings and at Committee Meetings must be made in person.

There is no obligation on the part of the school to have a school official read public comments during in-person Board Meetings.

A member of the public is welcome to appear at the Board meeting to make a public comment or make arrangements with another person in attendance to speak on the person's behalf.

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 or more motions 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 vote(s) on the Consent Agenda item(s). The Executive Director recommends approval of all consent agenda items.

In compliance with the Americans with Disabilities Act (ADA) and upon request, El Camino Real Alliance may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Requests for disability related modifications or accommodations shall be made 24 hours prior to the meeting to Emilie Larew, in person, by email at comment@ecrchs.net, or by calling (818) 595-7500.

Directors Present
Brad Wright, Joe Kolkowitz, Linda Ibach, Ronald Laws, Steven Kofahl (remote)

Directors Absent
Alexandra Ramirez, Norris Gunby

Guests Present
Emilie Larew, Vania Rodriguez

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 Monday Aug 24, 2026 at 10:11 AM.

B. Record Attendance and Guests

C. Pledge of Allegiance to the United States of America (USA)

Ms. Rogers led Board member and guests in the Pledge of Allegiance to the United States of America (USA).

D. Public Comments

1. Karen Jones

Connection to El Camino:

35-year teacher at El Camino, with 40 years of teaching experience overall.

National Board Certified Teacher.

Retired for 16 years but remains deeply involved in the school community.

Proudest accomplishment:

Named Teacher of the Year 15 times.

Believes this reflects how much her students valued her support and involvement.

Family connection:

Two children attended El Camino.

One served as the school's first African American student body president in 1995.

The other became the second African American student body president in 1996.

Husband's connection:

Her husband was a tennis coach at El Camino.

He won the championship five times.

Why she is speaking to the board:

Wants the board to understand how much she loves El Camino.

Describes the school as a deeply meaningful community for her and her family.

Is concerned about what is happening with the school's coaches.

2. Brian Somoza

Connection to El Camino:

El Camino alumnus and former athlete.

His child currently attends the school.

Main concern:

Believes school morale is at its lowest point ever.

Feels the school's reputation is suffering because of ongoing issues.

Concern about media coverage:

Says the situation looks bad for the community regardless of how it is presented.

Is upset that the school has been allowed to reach this point.

Questions about the investigation:

Wants to know where the investigation stands.

Says there has been no transparency about the investigation.

Questions about the CBO:

Raises concerns about possible miscommunication or overlap involving the CBO and the Delgado family.

Says he does not know whether there was fraud and is not making that claim.

Wants clarification on:

Who did the CBO report to?

Who signed the CBO's contract?

Financial concerns:

Questions why the school is paying certain administrators.

Wants answers about how those payments and responsibilities are being handled.

3. Aaron Sanders

Connection to El Camino:

Parent and community member.

Lives next to the school.

Advocates for students and athletes.

Parent representative position:

Wants to know when the parent representative position will be publicly announced.

Also asks about the two other positions that have not yet been made public.

Board communication concerns:

Expresses disappointment with how the board communicates with parents and the community.

Says emails often go unanswered or unaddressed.

Parents and students sometimes struggle to find someone who can provide answers.

Community members frequently ask him how to navigate the system.

Says it is shameful that students have also been ignored.

Aquatic program and trust fund:

Raises concerns about the elimination of the aquatic program, which had been at the school for at least 25 years.

Says the program's elimination was very sad for students.

Wants an update on a purchase order involving the remaining aquatic trust fund balance.

Says the business department had previously clarified how the funds could be spent.

Is now being told that additional approvals are needed.

Wants to know why the approvals have not been completed.

Scholarship concerns:

Says many athletes are preparing to go to college soon.

Shares the example of an athlete who contacted him about two weeks before school ended.

The athlete had questions about the status of scholarship essays that had already been approved.

Says the student's counselors and athletic department administrators were not acknowledging the questions.

He intervened because he wanted to help the student get answers.

Notes that a scholarship had been awarded the previous year, but students were not given clear information about the process.

4. Naomi McCoy

Connection to El Camino Real High School:

Former college counselor and English department staff member.

Led student clubs, including the Pet Club.

Served as an Academic Decathlon assistant coach for many years.
Helped write the school's charter with other teachers, including Miss Jones and Miss Webster.

Concerns about the school:

Says El Camino was once a distinguished high school.
Is surprised by the amount of chaos and issues happening now.
Believes many things expected when the charter was written are not happening.

Teacher representative election concerns:

Questions inconsistencies in the voting process for the two teacher representatives.
Says she submitted her name because she cares about El Camino and helped write the charter.
Feels her concerns have been met with repeated non-answers.

Requests for accountability:

Says a report about the election concerns has been brought to:
UTLA
Charter School Division
Interim Executive Director Emily Larew
Wants to know what action Emily Larew has taken.
Emphasizes that the concerns do not prove anyone manipulated the election.
Says the concerns are serious enough that they should not be dismissed without review.

Requested action:

Calls for the board to immediately preserve the complete electronic records related to the election.
Ends by making clear that she has serious concerns about the election process and school governance.

5. Lindsey Shano

Connection to El Camino Real High School:

Counselor at El Camino for 16 years.
Also an alumna, and her children attend the school.
Heavily involved in student activities and school events.
Describes El Camino as "home" to her.

Main concern:

Expresses deep sadness and heartbreak over what is happening at the school.
Speaks on behalf of the counseling team.

Request to retain Juan Alba:

Respectfully asks the board to retain Juan Alba as an ECR administrator.
Says he has been the counseling team's leader for over eight years.
Describes him as a leader who serves with integrity, compassion, and a strong work ethic.

Impact of the administrator vacancy:

Says the counseling team has been without an administrator for almost four weeks.
This is happening during one of the most crucial times of the school year.
The situation has caused significant stress and feelings of being overwhelmed.

More than 1,000 students visit the counseling office during the first two weeks of the school year.

Why Juan Alba is important:

Has supported the counseling team both as a department and individually.

His leadership has helped the counseling team achieve national recognition through the American School Counselor Association.

Believes losing him would be a loss for the counseling team and the entire ECR community.

6. Jill Raleigh December

Connection to El Camino Real High School:

Parent of twins in the baseball athletic program.

Speaks about the impact of the coaching situation on student-athletes.

Main concern:

Believes the issue may be deeper than just the coaches.

Wants to understand how the situation reached this point.

Safety and certification requirements:

Acknowledges that coaches must have proper CPR, first aid, and safety certifications.

Says parents are not asking the school to ignore these requirements.

Questions why certifications were not reviewed, verified, and resolved during the summer before students returned.

Impact of coach removals:

Says coaches were suddenly removed after the school year and seasons had already begun.

Believes students are paying the price.

Notes that extracurricular activities are very important to many students, especially seniors.

Impact on student-athletes:

Students need practices, games, film, statistics, recommendations, and consistency.

Some seniors are actively communicating with colleges and trying to get recruited.

Says weekly disruptions are causing tremendous stress and uncertainty.

Believes students should be focused on school, their teams, and their futures.

Communication concerns:

Says parents have asked legitimate questions but received vague or incomplete answers.

Understands that confidential personnel matters may not be discussed.

Believes confidentiality should not prevent the board from sharing:

A timeline

An explanation of the process

What is being done to restore stability

Requested solution:

If the issue is certification, she wants the school to explain what needs to be verified.

Hopes the coaches can safely return as soon as possible.

Believes the situation has become unnecessarily prolonged.

7. Ashley Kraft
Says a petition is being circulated to support the athletes and coaches.
Wants the concerns to be formally documented.
Support for the coaches:
Says 700 people are supporting the coaches.
Believes the coaches did their job and submitted the required cards.
Concerns about the athletic director:
Questions why the athletic director is still being paid.
Questions why he is still on campus.
Questions why he is allowed to coach two other teams.
Certification concerns:
Says the athletic director reportedly had no CPR certification.
Also raises concerns about concussion certification, based on her understanding of the softball program.

Mr. Brad Wright
Says the meeting must move forward because of time.
Indicates that someone has not yet signed a required document.
Encourages everyone to sign before or during the meeting on the 27th.
Reason for signing:
Says the signing is needed to stay within the active process.
Appears to be related to getting people properly admitted or included in the meeting.
Meeting proceedings:
Says the board cannot respond to additional comments at that time.
Moves the meeting forward to the next agenda item.
Refers to the board's consent agenda.

II. Consent

A. Approve Minutes of June 9, 2026 Regular Board Meeting

Steven Kofahl made a motion to approve the minutes from Special Board Meeting on 06-09-26.
Ronald Laws seconded the motion.
The board **VOTED** to approve the motion.

B. Approve Minutes of June 17, 2026 Regular Board Meeting

Steven Kofahl made a motion to approve the minutes from Special Board Meeting on 06-17-26.
Ronald Laws seconded the motion.
The board **VOTED** to approve the motion.

C. Approve Minutes of the June 25, 2026 Special Board Meeting

Steven Kofahl made a motion to approve the minutes from Regular Board Meeting on 06-25-26.
Ronald Laws seconded the motion.
The board **VOTED** to approve the motion.

D. Approve Minutes of the July 6, 2026 Special Board Meeting

Steven Kofahl made a motion to approve the minutes from Special Board Meeting on 07-06-26.
Ronald Laws seconded the motion.
The board **VOTED** to approve the motion.

E. Approve Minutes of the July 9, 2026 Special Board Meeting

Steven Kofahl made a motion to approve the minutes from Special Board Meeting on 07-09-26.
Ronald Laws seconded the motion.
The board **VOTED** to approve the motion.

III. School Business

A. Discuss and Vote on Los Angeles County of Education (LACOE) Certificate of Signatures

Presenter: Mrs. Janneyra Verduzco

- The signature sheet has not yet been circulated for signatures.
- The board's approval is needed before adding the interim executive director as an authorized signer.

Why the new signer is needed:

- There is currently no CBO or executive director available to approve transfers from LACOE.

Is the money needed immediately?

- No. The organization is financially okay for now.
- The organization plans and forecasts three to six months ahead and wants to ensure someone is available to approve transfers when needed.
- The request is part of forward planning to avoid delays in future transfers.

Joe Kolkowitz made a motion to Approve Los Angeles County of Education (LACOE) Certificate of Signatures.
Steven Kofahl seconded the motion.
The board **VOTED** to approve the motion.

Roll Call	
Joe Kolkowitz	Aye
Brad Wright	No
Alexandra Ramirez	Absent
Ronald Laws	Aye
Linda Ibach	No
Steven Kofahl	Aye
Norris Gunby	Absent

B. Discussion and Vote on City National ECRA Signatories

Presenter: Mrs. Janneyra Verduzco

Purpose of the item:

Add Interim Executive Director Emilie Larew and Administrative Director Minita Clark as authorized signers on City National bank accounts.

Accounts included:

T-Bill
Payroll
Checking
General
Fundraising
Associated Student Body (ASB)

Reason for the request:

Ensure proper signing authority is in place across all operating accounts.

Why it is important:

A second approver is needed immediately to sign checks over $10,000.

Timing:

This needs to be completed today, unlike the previous item, which was for planning ahead over the next three months.
The new signers are needed now to avoid delays in approving large checks.
Joe Kolkowitz made a motion to Approve City National ECRA Signatories.
Ronald Laws seconded the motion.
The board **VOTED** to approve the motion.

C. Discuss and Vote on US Bank Authorized Signers

Presenter: Mrs. Janneyra Verduzco

Purpose of the item:

Update the authorized signers for the U.S. Bank OPEB and General Investment Accounts.

OPEB means:

Other Post-Employment Benefits.

Proposed changes:

Remove: Fernando Delgado

Add: Interim Executive Director Emilie Larew

Reason for the change:

The account can only have two executive directors as authorized signers.

Forms:

Mrs. Janneyra Verduzco has the forms ready for signing.

Timeline:

The process may take approximately 30 days to complete.

Approval is needed to update the account signers and allow the interim executive director to be added.

Brad Wright made a motion to Approve US Bank Authorized Signers.

Joe Kolkowitz seconded the motion.

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

D. Discuss and Vote on Beacon Pointe and Midland Investments Adding Authorized Users

Presenter: Mrs. Janneyra Verduzco

Purpose of the item:

Add Interim Executive Director Emilie Larew as an authorized user on the Beacon Pointe and Midland Investments accounts.

Reason for the request:

Update the investment account access to include the interim executive director.

Timeline:

The process is expected to take approximately 30 days.

Approval is needed to add the interim executive director as an authorized user on both investment accounts.

Joe Kolkowitz made a motion to Approve Beacon Pointe and Midland Investments Adding Authorized Users.

Brad Wright seconded the motion.

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

E. Discuss and Vote on US Bank CAL-Card Credit Card Accounts Authorized User

Presenter: Mrs. Janneyra Verduzco

Purpose of the item:

Add Interim Executive Director Emilie Larew as an authorized user on the U.S. Bank CAL-Card credit card account.

Current authorized users:

Fernando Delgado and David Hussey.

Who can have a CAL-Card:

Only an Executive Director or Chief Business Official (CBO) can be an authorized user.

Why the change is needed:

Add the interim executive director to ensure the appropriate executive-level credit card access is in place.

Approval:

Approval is needed to add Emilie Larew as an authorized user on the U.S. Bank CAL-Card.

Ronald Laws made a motion to Approve US Bank CAL-Card Credit Card Accounts Authorized User.

Joe Kolkowitz seconded the motion.

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

The board entered the closed session at 10:43 AM on the 24th of August, 2026.

IV. Reconvene to Open Session

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

Nothing to report out

The board reconvene to open session at 12:02 PM on the 24th of August, 2026.

B. Discuss and Vote on the Possible Approval of Employment Agreements for Administrative Directors

Brad Wright made a motion to Approve the Employment Agreements for Administrative Directors for Discipline/Athletics and Student Support Services.

Joe Kolkowitz seconded the motion.

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

Roll Call	
Steven Kofahl	Aye
Linda Ibach	Abstain
Brad Wright	Aye
Alexandra Ramirez	Absent
Joe Kolkowitz	Aye
Ronald Laws	Aye
Norris Gunby	Absent

V. Closing Items

A. Adjourn Meeting

Joe Kolkowitz made a motion to Adjourn meeting.

Linda Ibach seconded the motion.

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 12:00 PM.

Respectfully Submitted,

Vania Rodriguez

Coversheet

Resolution Authorizing Submission of Charter Renewal Petition to LAUSD Board of Education

Section: III. Governance
Item: C. Resolution Authorizing Submission of Charter Renewal Petition to LAUSD Board of Education
Purpose: Vote
Submitted by:
Related Material: Item III C_Board Resolution for Charter Submission 9.26.pdf

ECR

5440 Valley Circle Blvd.
Woodland Hills CA 91367

Home of Academic, Athletic, & Artistic Excellence
Interim Executive Director: Emilie Larew
Interim Board President: Mariellen Webster

EL CAMINO REAL ALLIANCE
BOARD OF DIRECTORS

RESOLUTION AUTHORIZING SUBMISSION OF CHARTER RENEWAL PETITION TO LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
RESOLUTION NO. 202060924

WHEREAS, El Camino Real Alliance is a California nonprofit public benefit corporation that operates El Camino Real Charter High (the "Charter School"), a California public charter school; and

WHEREAS, the Board of Directors ("Board") of El Camino Real Alliance finds it in the best interest of the Charter School to submit a charter renewal petition application ("Renewal") of the El Camino Real Charter High charter as authorized by the Los Angeles Unified School District ("LAUSD") and provided for in Education Code Sections 47605, 47607 and 47607.2.

NOW THEREFORE, BE IT RESOLVED that the Board authorizes the submission of the El Camino Real Charter High Renewal to the LAUSD Board of Education for a term of July 1, 2027 to June 30, 2032; and

BE IT FURTHER RESOLVED that the Board authorizes the following individuals to take all steps necessary pursuant to their roles to seek the approval of the Renewal:

- Emilie Larew will serve as "Lead Petitioner" and is hereby authorized to make any additional changes or revisions to the charter renewal petition as may be necessary to comply with applicable legal requirements and/or District policies and procedures, and to take all steps necessary for approval of same;
- Emilie Larew is the Interim Executive Director; and
- Janneyra Verduzco, Director of Finance and Accounting, is the Financial Manager.

* * *

IN WITNESS WHEREOF, the Board of Directors has adopted the above resolution by the following vote at a regular Board meeting this 24h day of September, 2026.

AYES:
NOS:
ABSTENTIONS:

By:_____
Board Secretary

Coversheet

Discuss and Vote to Approve the August 2026 Check Registers

Section: IV. Finance
Item: A. Discuss and Vote to Approve the August 2026 Check Registers
Purpose: Vote
Submitted by:
Related Material: Item IV A_August 2026 Check Register_1826 ASB Trust Account.pdf
Item IV A_August 2026 Check Register_1796 AP Account.pdf
Item IV A_August 2026 Check Register_1761 General Account.pdf
Item IV A_ ASB_Trust_Balance_Report_August_2026_Board.pdf

EL CAMINO REAL CHARTER

CHECK REGISTER

ACCOUNT: 1826 ASB Trust

AUGUST 2026

Total $22,680.51

Name	Check Number	Date	Memo	Amount	Department	Fund/Program
6067 Smith's Motor Boat Services, Inc	4521	8/5/2026	8/20/2026, Football Luau - PO02829	$8,497.00	TRUST - Football	9150-0 Trust/Club : 1100 Athletics
1833 Amazon	4522	8/20/2026	07/2026, INV 17GL-R79J-6M7T, Locks, Wire Crimping Sleeves - PO02782 - TRUST(DRAMA)	$28.46	TRUST - Drama	9150-0 Trust/Club : 1000 ASB
4438 Conrad Sun LLC (Ren Athletics)	4523	8/20/2026	INV 22935, Varsity Custom Jerseys and Shorts - P01904	$2,063.56	TRUST - Boys Volleyball	9150-0 Trust/Club : 1100 Athletics
6073 Richard Scheff	4524	8/26/2026	25-26, Parent Reimbursement for Drone Club Expenses	$847.78	TRUST - Drone Club	9150-0 Trust/Club
2853 First Class Events	4525	8/26/2026	VOIDED	-	ASB	9150-0 Trust/Club : 1000 ASB
4284 Keystone Group Inc	4526	8/26/2026	08/2026, Deposit for Senior Picnic Event 9/25/2026- PO02941	$850.00	ASB	9150-0 Trust/Club : 1000 ASB
4265 Grand G&G Inc.	4527	8/26/2026	08/2026, INV 109430, Student Store Snack Inventory	$1,743.71	ASB	9150-0 Trust/Club : 1000 ASB
2625 Thousand Oaks High School	4528	8/26/2026	3/14/26, Invoice #4407120, Invitational Track and Field Meet Fee - PO02149	$650.00	TRUST - Track & Field	9150-0 Trust/Club : 1100 Athletics
6071 Surfboards by Kennedy	4529	8/28/2026	08/2026, INV 1294 , Aquatics Senior Misc. Equipment, 14 students - PO02992	$3,500.00	TRUST - Swimming & Diving	9150-0 Trust/Club
2314 Los Angeles Pierce College	4530	8/31/2026	2025-2026 Milton Goffman Scholarship, Student: F.C.	$3,000.00	TRUST - Milton Goffman Scholarship	9150-0 Trust/Club : 1000 ASB
5788 University of California Davis	4531	8/31/2026	2025-2026 Brett Schmitt Scholarship, Student: G.R.	$1,500.00	TRUST - Brett Schmit Memorial Fund	9150-0 Trust/Club : 1000 ASB

EL CAMINO REAL CHARTER

CHECK REGISTER

ACCOUNT: 1796 A/P Account

AUGUST 2026

Total $174,452.70

Name	Check Number	Date	Memo	Amount	Department	Fund/Program
2981 Screen Tec	22401	8/5/2026	07/2026, INV 19521 Staff Royal Blue T-Shirts - PO02858	$2,236.05	Administrative	0000-0 General
430 David Buchanan	22402	8/7/2026	Reimbursement - 07/13-07/16/2026 Conference Meals & Hotel Stay	$1,171.61	Business Technology Dept	0000-0 General
5768 Brendan Luna	22403	8/11/2026	INV 100, 50 question test and indexed answer key- PO02888	$500.00	Academic Decathlon	0000-0 General
248 Colson Phillip	22404	8/24/2026	Bank Error	-	Administrative	7910-0 Local Control Accountability Plan (LCAP) : : Goal 1 : Action 3
2829 818 Cleaners	22405	8/14/2026	08/2026, INV 186939, Football Uniform Cleaning - PO02889	$610.80	Athletics	0000-0 General : 0200-0 Athletics
2426 Public Agency Retirement Services	22406	8/14/2026	5/1/26-5/31/26, INV 60680, PARS ARS Fees plan A5-ARS11A	$379.43	Administrative	0000-0 General
2379 Mutual of Omaha	22407	8/14/2026	8/1/26-8/31/26, INV 002151288612, Voluntary Disability Insurance	$1,213.53	General Operations	0000-0 General : 0300-0 Operations
2009 Child and Family Guidance Center	22408	8/18/2026	6/1/26-6/30/26, Special Ed Services Northpoint	$3,061.56	Special Education	6500-0 Special Education
3358 RPS El Camino Real Charter HS Charles Schwab & Co, Inc. 2563-4428	22409	8/18/2026	7/1/26-7/31/26, Charles Schwab 403(B) Plan 2563-4428	$5,525.00	Administrative	0000-0 General : 0300-0 Operations
3919 U.S Bank PARS Account #6746022400	22410	8/18/2026	7/1/26-7/31/26, PARS Contributions acct. #6746022400	$759.76	General Operations	0000-0 General : 0300-0 Operations
3601 AFSCME District Council 36	22411	8/18/2026	7/1/26-7/31/26, Union Dues	$960.50	General Operations	0000-0 General : 0300-0 Operations
5344 Henry Rosales	22412	8/18/2026	7/1/26-7/31/26, Gardening Invoice for Shoup	$1,000.00	Shoup Property	0000-0 General : 0300-0 Operations
5117 E3 Diagnostics Inc.	22413	8/20/2026	07/2026, INV SRV-176927, Yearly required calibration of hearing machine - PO02805	$145.00	Health Office	0000-0 General
3806 T-Mobile US, Inc.	22414	8/20/2026	7/1/26-7/31/26, BG & Security Devices acct. 207930869	$644.75	Technology	7425 - Expanded Learning Opportunities (ELO) Grant
6065 Jessica Boeddeker	22415	8/20/2026	07/2026, Reimbursement for Laptop Fee for Student	$50.00	General Operations	0000-0 General
6063 Pacific Coast Baseball League	22416	8/20/2026	VOIDED	-	Administrative	0000-0 General : 0200-0 Athletics
5878 Aramsco Inc	22417	8/20/2026	INV S7700847.001, Custodial Materials For Faculty restrooms - PO02592	$4,951.17	Administrative	0000-0 General : 0300-0 Operations
5472 Afflux Films LLC	22418	8/20/2026	07/2026, INV 1233, Film Coverage for 2026 Graduation - PO02601	$2,000.00	Marketing	0000-0 General : 0300-0 Operations
6063 Pacific Coast Baseball League	22419	8/20/2026	06/14,06/20,06/28,07/12,07/19, INV/2026/00681, Refund PCBL due to the Netflix Filming 2026	$3,327.20	Administrative	0000-0 General : 0200-0 Athletics
1965 California Interscholastic Federation State Office	22420	8/20/2026	CIFLA-22468, CIF State Dues - PO02727	$3,302.82	Athletics	0000-0 General : 0200-0 Athletics
248 Colson Phillip	22421	8/24/2026	VOIDED	-	Administrative	7910-0 Local Control Accountability Plan (LCAP) : : Goal 1 : Action 3

EL CAMINO REAL CHARTER

CHECK REGISTER

ACCOUNT: 1796 A/P Account

AUGUST 2026

Total $174,452.70

Name	Check Number	Date	Memo	Amount	Department	Fund/Program
248 Colson Phillip	22422	8/26/2026	Reimbursement - 8/7/26 Coffee & Coffee Creamer for PD - ER000119 - Reissue	$91.55	Administrative	7910-0 Local Control Accountability Plan (LCAP) : : Goal 1 : Action 3
5531 Jacob Faye	22423	8/26/2026	07/2026, INV 505, AcaDeca Test and Answer Key Copies - PO02803	$500.00	Academic Decathlon	0000-0 General : 0100-0 Academic Depts
6046 Suriya Joseph	22424	8/26/2026	07/2026, INV 100, AcaDeca Focus Tests and Indexed Answer Keys - PO02804	$375.00	Academic Decathlon	0000-0 General : 0100-0 Academic Depts
5771 Yash Singhal	22425	8/26/2026	07/2026, INV 310, AcaDeca Tests and Indexed Answer Keys - PO02808	$500.00	Academic Decathlon	0000-0 General : 0100-0 Academic Depts
2379 Mutual of Omaha	22426	8/27/2026	9/1/26-9/30/26, INV 002178835895, Voluntary Disability Insurance	$1,213.53	Administrative	0000-0 General : 0300-0 Operations
4259 AT&T (CALNET)	22427	8/27/2026	7/1/26-7/31/26, INV 000025623172, Phone Line BAN#9391080337	$187.60	Administrative	0000-0 General : 0300-0 Operations
4292 Telemedia Trainco Holdings LLC (eFoodHandlers)	22428	8/27/2026	VOIDED	-	Career/Voc Ed/Arts	6387-0 CTE
3806 T-Mobile US, Inc.	22429	8/27/2026	5/21/26-6/20/26, Samsung Knox Suite acct. 208076172	$268.49	Technology	7425 - Expanded Learning Opportunities (ELO) Grant
4352 Careers through Culinary Arts Program, Inc.	22430	8/31/2026	2026-2027, INV 04-2627-008, Careers through Culinary Arts Program Fee - PO02874	$4,410.00	Career/Voc Ed/Arts	6387-0 CTE
5198 Cintas Corporation No. 2 (Cintas Fire Protection)	22431	8/31/2026	08/2026, INV 069Q503252, Fire Protection Inspections	$1,009.77	Shoup Property	0000-0 General : 0300-0 Operations
5198 Cintas Corporation No. 2 (Cintas Fire Protection)	22432	8/31/2026	07/2026, INV 069Q500899, 2026 Fire Protection Inspection	$1,545.98	Shoup Property	0000-0 General : 0300-0 Operations
6016 LA Grad Services	22433	8/31/2026	07/2026, INV 000211, Backdated diplomas for former student - PO02991	$100.12	Administrative	0000-0 General : 0300-0 Operations
4618 The Home Depot Commercial Account	22434	8/31/2026	06/2026, INV 7612396 Home depot Supplies 6035 3225 4019 9670 - PO03001	$361.08	Independent Study	0000-0 General : 0100-0 Academic Depts
4618 The Home Depot Commercial Account	22435	8/31/2026	INV 7544571, Paint Supplies and principle's office baseboard and nailgun - PO02774	$677.10	Independent Study	0000-0 General : 0300-0 Operations
Yamin Law Client Trust Account	22436	8/31/2026	Non-Wage Settlement Consideration	$32,500.00	Administrative	0000-0 General : 0300-0 Operations
4618 The Home Depot Commercial Account	22437	8/31/2026	INV 5700950, Maintenance Painting Supplies - PO02773	$38.38	Independent Study	0000-0 General : 0300-0 Operations
4618 The Home Depot Commercial Account	22438	8/31/2026	INV 5590204, Maintenance Painting Supplies - PO02773	$44.96	Independent Study	0000-0 General : 0300-0 Operations
3922 Self Insured Schools of California	SPACH4152	8/14/2026	7/1/26-7/31/26, CBR El Camino FSA	$3,138.74	General Operations	0000-0 General : 0300-0 Operations
3922 Self Insured Schools of California	SPACH4153	8/14/2026	8/15/26, CBR El Camino FSA	$406.00	Administrative	0000-0 General : 0300-0 Operations
2436 Pearson Education NCS Pearson, Inc.	SPACH4154	8/18/2026	INV 31931753,SY 2026-2027 Physics Textbooks for the Science Dept - PO02720	$8,121.50	Science	0000-0 General : 0100-0 Academic Depts
2096 Educatius Group	SPACH4155	8/18/2026	2026-2027 Tuition refund - Int'l Student	$9,000.00	Foreign Exchange Admission	0000-0 General : 0400-0 Scholastic Groups

EL CAMINO REAL CHARTER

CHECK REGISTER

ACCOUNT: 1796 A/P Account

AUGUST 2026

Total $174,452.70

Name	Check Number	Date	Memo	Amount	Department	Fund/Program
2404 HMH Education Company dba NWEA	SPACH4156	8/18/2026	INV 861890, MAP Growth Testing Materials - PO02732	$52,278.00	Administrative	0000-0 General : 0300-0 Operations
4405 NoRedInk Corp.	SPACH4157	8/19/2026	8/16/26-8/15/27, INV 29325, NoRedInk subscription for 2026-2027 school year - PO02757	$10,914.75	Technology	0000-0 General : 0300-0 Operations
2893 AWS (Amazon Web Services)	SPACH4158	8/20/2026	7/1/26-7/31/26, INV 2742866489, Software Subscription	$2,237.05	Technology	0000-0 General : 0300-0 Operations
2893 AWS (Amazon Web Services)	SPACH4159	8/20/2026	6/1/26-6/30/26, INV 2710075529, Software Subscription	$2,180.59	Administrative	0000-0 General : 0300-0 Operations
3352 Brett A Schwab	SPACH4160	8/21/2026	2025-2026, INV 00105-11, ASC 715 Accounting and Financial Reporting	$4,500.00	Administrative	0000-0 General : 0300-0 Operations
1833 Amazon	SPACH4161	8/21/2026	INV 1RQJ-N1RV-DQXK, Office supplies for copy room - PO02736 - GENERAL(Copy Room)	$119.07	General Operations	0000-0 General : 0300-0 Operations
5446 Touch Graphix, Inc.	SPACH4162	8/21/2026	INV 115079, Stickers for Freshman Laptop Cases - PO02795	$3,634.00	Administrative	0000-0 General : 0300-0 Operations
5728 UPS	SPACH4163	8/21/2026	INV 00001877H0196, 00001877H0226, Fees for UPS Services	$19.24	Administrative	0000-0 General : 0300-0 Operations
6078 Sofia Ramirez	SPACH4164	8/26/2026	02/2025-05/2025, DHH Services to Student	$2,080.00	Special Education	6500-0 Special Education
368 614681 Stephanie Franklin	SPACH4165	8/26/2026	Reimbursement – 03/2026 Lunch Expenses for 13 Students and Staff During the ACADECA State Competition	$161.02	Academic Decathlon	0000-0 General

EL CAMINO REAL CHARTER

CHECK REGISTER

ACCOUNT: 1761 General

AUGUST 2026

Total $411,089.37

Name	Check Number	Date	Memo	Amount	Department	Fund/Program
EDD (Employment Development Dept.)	ACH260803-01	8/3/2026	EMPLOYMENT DEVEL EDD EFTPMT	$12.09	General Operations	0000-0 General : 0300-0 Operations
California Department of Tax & Fee Administration	ACH260803-02	8/3/2026	03/26 till 06/2026, Con# 0-058-884-610, Sales and Use Tax Q2 2026	$1,344.00	General Operations	0000-0 General : 0300-0 Operations
PenServ Plan Services	ACH260804-01	8/4/2026	403(B) Funding Payroll period: Semimonthly 07/16/2026 - 07/31/2026	$32,227.41	General Operations	0000-0 General : 0300-0 Operations
CharterSafe	ACH260810-01	8/10/2026	CHARTERSAFE - October 2026 INV# 52883	$61,804.00	General Operations	0000-0 General : 0300-0 Operations
Self Insured Schools of California	ACH260813-01	8/13/2026	SISC HEALTH- August 2026	$314,980.03	Administrative	0000-0 General, 1400-0 Education Protection Account, 6500-0 Special Education, 6770 - Arts and Music in Schools (AMS)- (Prop 28)
PenServ Plan Services	ACH260818-01	8/18/2026	403(B) Funding Payroll period: Semimonthly 08/01/2026-08/15/2026	$670.99	General Operations	0000-0 General : 0300-0 Operations
PPLSI	ACH260828-01	8/28/2026	LEGALSHIELD - August 2026 PAYROLL	$50.85	General Operations	0000-0 General : 0300-0 Operations

ASB Trust Balance Report

El Camino Real Charter High School • August 2026

Club / Account	Balance	Notes
ASB	$61,378.68	
TRUST - A Capella (Vocal Royale)	$1,218.28	
TRUST - AcaDeca	$1,113.42	
TRUST - Alt. Music Club	$72.00	
TRUST - Art4Hearts	$41.00	
TRUST - Athletic Director	$93.80	
TRUST - Band	$7,804.20	
TRUST - Baseball	$26,361.65	
TRUST - Biology Club	$43.50	
TRUST - Black Student U	$5,346.16	
TRUST - Boys Basketball	$11,235.26	
TRUST - Boys Golf	$767.82	
TRUST - Boys Lacrosse	$9,866.26	
TRUST - Boys Soccer	($1,591.21)	Deficit is temporary. Fundraiser launching 9/16/2026, projected to add $8,000–$13,000.
TRUST - Boys Tennis	$1,536.77	
TRUST - Boys Volleyball	$1,228.00	
TRUST - Boys Waterpolo	$2,048.27	Action item: ASB Council minute needed to consolidate with Girls Water Polo ($3,258.98 combined) into the ASB Trust account.
TRUST - Brett Schmitt Memorial Fund	($680.87)	Reflects the $1,500 scholarship disbursed in August. Pending City National Bank approval to release remaining donor funds.
TRUST - CSF	$31,741.31	
TRUST - Cheerleaders	$16,830.39	
TRUST - Choir	$16,167.44	
TRUST - Claws for a Cause	$17.88	
TRUST - Cognitive Youth Tutoring Club	$24.00	
TRUST - College Counseling	$239.68	
TRUST - Creative Writing	$2,349.60	
TRUST - Cross Country	$2,079.55	
TRUST - Culinary	$732.00	

Club / Account	Balance	Notes
TRUST - DECA	$978.40	
TRUST - Dance	$10,261.20	
TRUST - Drama	$32,550.37	
TRUST - Dungeons & Dragons Club	$35.50	
TRUST - ECR Community Leaders	$700.00	
TRUST - ECR ROYAL FAMILIES	$1,723.58	
TRUST - ECR School on Wheels	$38.00	
TRUST - ECR Squads Abroad Club	$145.00	
TRUST - FCCLA	$707.00	
TRUST - FLEX	$10.00	
TRUST - Filipino Club	$23.96	
TRUST - Film Club	$17.00	
TRUST - Football	$40,811.82	
TRUST - French Club	$1,453.48	
TRUST - GSA Club	$2,465.26	
TRUST - Ganssle Memorial Schol	$1,000.00	
TRUST - Gifts of Gratitude	$35.00	
TRUST - Girls Basketball	$2,816.07	
TRUST - Girls Flag Football	$1,430.08	
TRUST - Girls Golf	$3,507.56	
TRUST - Girls Lacrosse	$4,080.97	
TRUST - Girls Soccer	$1,432.32	
TRUST - Girls Tennis	$3,259.94	
TRUST - Girls Volleyball	$8,977.76	
TRUST - Girls Water Polo	$1,210.71	Action item: ASB Council minute needed to consolidate with Boys Waterpolo ($3,258.98 combined) into the ASB Trust account.
TRUST - Giving Tree	$32.00	
TRUST - Grad Class 2026	$16,625.84	Action item: ASB Council minute needed to transfer balance to Grad Class 2027 (~$12,469.38) and 2028 (~$4,156.46), per standard 75% / 25% split.
TRUST - Grad Class 2027	$12,678.68	
TRUST - Grad Class 2028	$1,043.43	
TRUST - Grad Class 2029	$66.66	
TRUST - Great Films Club	$69.00	

Club / Account	Balance	Notes
TRUST - Helping Hands	$22.00	
TRUST - Hope Haven	$85.50	
TRUST - Hope Through Hearts	$189.08	
TRUST - Jewish Club	$65.50	
TRUST - Journalism	$3,693.75	
TRUST - KPOP Club	$292.33	
TRUST - Key Club	$512.76	
TRUST - La Familia	$159.47	
TRUST - Local Charity Outreach	$92.00	
TRUST - Local Vocals	$828.00	
TRUST - Marine Biology Club	$44.00	
TRUST - Medical Club	$7,948.22	
TRUST - Milton Goffman Scholarship	$4,805.00	
TRUST - Mock Trial	$385.00	
TRUST - Model United Natn	$326.27	
TRUST - Muslim Student Association (MSA)	$44.00	
TRUST - NJROTC	$43,055.04	
TRUST - National Honors Soc	$2,880.56	
TRUST - Paws for a Cause	$36.00	
TRUST - Persian Club	$65.00	
TRUST - Philosophy Club	$116.00	
TRUST - Physics Club	$687.89	
TRUST - Podcast Club	$97.00	
TRUST - Project Paper Bag	$244.10	
TRUST - Relay for life	$2,135.96	
TRUST - Robotics	$2,848.39	
TRUST - Rocketry Club	$26.25	
TRUST - SURF CLUB	$414.53	
TRUST - Sand Volleyball	$1,865.94	
TRUST - Schship JHarrison	$9,253.61	
TRUST - Science Bowl	$1,441.23	
TRUST - Science National Honors Society	$119.90	

Club / Account	Balance	Notes
TRUST - Softball	$12,225.36	
TRUST - Soil Regeneration Club	$91.00	
TRUST - Spanish Honor Soc	$22.90	
TRUST - Speech & Debate	$176.68	
TRUST - Sports Psychology	$110.00	
TRUST - Step	($2,282.68)	Deficit is temporary, pending an internal transfer from the General Account. Approval from City National Bank in process.
TRUST - Swimming & Diving	$1,359.01	
TRUST - Tech Support for Senior Citizens	$11.00	
TRUST - Thespians Club	$1,345.48	
TRUST - Together in Tech	$25.00	
TRUST - Track & Field	$24.82	
TRUST - UNICEF	$692.79	
TRUST - VAPA Scholarship	$2,219.52	
TRUST - Vietnamese Club	$142.58	
TRUST - Visual Arts Club	$41.00	
TRUST - Wrestling	$3,143.64	
TRUST - Yearbook	$646.00	
TRUST - You Can Do This SCHLR	$500.00	
Total	**$453,525.81**	

Coversheet

Discuss and Vote to Approve the August 2026 Credit Card Statements

Section: IV. Finance
Item: B. Discuss and Vote to Approve the August 2026 Credit Card Statements
Purpose: Vote
Submitted by:
Related Material: Item IV B_August 2026 Credit Card Statements.pdf

ECRCHS
CREDIT CARD DETAILS
August 2026

Vendor	Date	PO	Description	Card Holder	Requested By	Department	Transaction Amount	Source
ALASKA AIR	8/18/2026	PO02932	Baggage fees for flight home from Hawaii	Emilie Larew	Jesus Contreras	Athletics	$ 45.00	TRUST - Football
ALASKA AIR	8/18/2026	PO02932	Baggage fees for flight home from Hawaii	Emilie Larew	Jesus Contreras	Athletics	$ 45.00	TRUST - Football
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August 2026

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ALASKA AIR	8/22/2026	PO02476	Flight to Hawaii game vs Kauai	Emilie Larew	Jesus Contreras	Athletics	$ 45.00	Athletics
ALASKA AIR	8/22/2026	PO02476	Flight to Hawaii game vs Kauai	Emilie Larew	Jesus Contreras	Athletics	$ 45.00	Athletics
ALASKA AIR	8/22/2026	PO02476	Flight to Hawaii game vs Kauai	Emilie Larew	Jesus Contreras	Athletics	$ 45.00	Athletics
ALASKA AIR	8/22/2026	PO02476	Flight to Hawaii game vs Kauai	Emilie Larew	Jesus Contreras	Athletics	$ 45.00	Athletics
ALASKA AIR	8/22/2026	PO02476	Flight to Hawaii game vs Kauai	Emilie Larew	Jesus Contreras	Athletics	$ 45.00	Athletics
ALASKA AIR	8/22/2026	PO02476	Flight to Hawaii game vs Kauai	Emilie Larew	Jesus Contreras	Athletics	$ 45.00	Athletics

ECRCHS
CREDIT CARD DETAILS
August 2026

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ENTERPRISE RENT-A-CAR	8/23/2026	PO02831	Varsity football's away game in Hawaii	Emilie Larew	Jesus Contreras	Athletics	$ 1,003.83	TRUST - Football
ENTERPRISE RENT-A-CAR	8/23/2026	PO02831	Varsity football's away game in Hawaii	Emilie Larew	Jesus Contreras	Athletics	$ 1,003.83	TRUST - Football
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ENTERPRISE RENT-A-CAR	8/23/2026	PO02831	Varsity football's away game in Hawaii	Emilie Larew	Jesus Contreras	Athletics	$ 1,000.69	TRUST - Football
ENTERPRISE RENT-A-CAR	8/23/2026	PO02831	Varsity football's away game in Hawaii	Emilie Larew	Jesus Contreras	Athletics	$ 1,003.83	TRUST - Football
ENTERPRISE RENT-A-CAR	8/23/2026	PO02831	Varsity football's away game in Hawaii	Emilie Larew	Jesus Contreras	Athletics	$ 1,003.83	TRUST - Football
ENTERPRISE RENT-A-CAR	8/23/2026	PO02831	Varsity football's away game in Hawaii	Emilie Larew	Jesus Contreras	Athletics	$ 565.78	TRUST - Football
CALIFORNIACHICKENCAFE	8/24/2026	PO02955	SPED PD for student support and required training	Emilie Larew	Minita Clark	Administrator	$ 253.71	Student Support and Professional Development Gran
						Total	**$ 13,405.82**	

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CREDIT CARD DETAILS
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FACEBK *W7WQ7ZDSQ2	7/31/2026	PO02792	Ad spend for Meta (Instagram/Facebook) for the 2026-2027 School Year	David Hussey	Ricardo Covarrubias	Marketing	$ 182.82	General Operation
GOOGLE*CLOUD 6B8ZWN	8/1/2026	PO03148	Google Cloud Services for Database management and access	David Hussey	Chris Valencia	Technology	$ 55.08	General Operation
INDEED USI26-06420448	8/2/2026	PO03118	Indeed Posting	David Hussey	Rocio Castaneda	Administrator	$ 389.81	General Operation
AGUAVIDA PREMIUM WATER	8/4/2026	PO02797	Blanket PO for Water Delivery 2026-2027	David Hussey	Chris Valencia	Administrator	$ (205.15)	General Operation
						Total	**$ 422.56**	

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COSTCO WHSE #1205	7/27/2026	PO02833	Snacks for Sale at Student Store for Welcome Week	Fernando Delgado	Christopher McGrady	Business Group	$ 141.14	ASB General
VEX*EVENTS	7/28/2026	PO02828	2026-2027 Robotics Team Registration. Registration fees provide the legal right to compete in sanctioned events/competitions.	Fernando Delgado	Tashara Barnes	STEAM	$ 200.00	TRUST - Robotics
VEX*EVENTS	7/28/2026	PO02828	2026-2027 Robotics Team Registration. Registration fees provide the legal right to compete in sanctioned events/competitions.	Fernando Delgado	Tashara Barnes	STEAM	$ 200.00	TRUST - Robotics
VEX*EVENTS	7/28/2026	PO02828	2026-2027 Robotics Team Registration. Registration fees provide the legal right to compete in sanctioned events/competitions.	Fernando Delgado	Tashara Barnes	STEAM	$ 200.00	TRUST - Robotics
SMARTANDFINAL 409	8/1/2026	PO02887	Groceries and supplies for Culinary classroom labs and competition practice. This amount is partially board-approved and partially grant-funded through CTE. It includes delivery of items.	Fernando Delgado	Nicole Gamez	Career/Voc Ed/Arts	$ 425.36	CTE
ANTHROPIC* CLAUDE SUB	8/2/2026	PO02850	Streamline marketing processes and improve workflow efficiencies - annual subscription saves 17% on subscription cost.	Fernando Delgado	Ricardo Covarrubias	Marketing	$ 200.00	General Operation
AMECI PIZZA & PASTA -	8/3/2026	PO02849	Lunch for students working during student council retreat/work week	Fernando Delgado	Lynsey R Shano	Student Council	$ 115.24	ASB General
PORTO'S BAKERY NORTHRI	8/4/2026	PO02845	PD Breakfast for 8/6/26 from Porto's	Fernando Delgado	Colson Phillip	Administrator	$ 731.88	Learning Recovery Emergency Block Grant
PORTO'S BAKERY NORTHRI	8/4/2026	PO02843	Professional Development Lunch for 8/6/2026. Platos: package comes with Rice, Beans and Plantains. Restaurant will supply Plates, Napkins and Forks.	Fernando Delgado	Colson Phillip	Administrator	$ 1,833.26	Learning Recovery Emergency Block Grant
365 DISPOSAL AND RECYCLIN	8/5/2026	PO03142	Deferred Maintenance: 40 Yard Dumpster	Fernando Delgado	Ricardo Covarrubias	Buildings and Grounds	$ 92.40	General Operation
NYLAS	8/5/2026	PO02961	Search indexing service for outlook	Fernando Delgado	Chris Valencia	Technology	$ 495.78	General Operation
SOAR LEARNING	8/5/2026	PO02830	Study Skills curriculum for SPED students enrolled in the study skills class.	Fernando Delgado	Melissa Harr	Special Education	$ 1,500.00	SPED
RALPHS #0205	8/5/2026	PO02842	PD for Wednesday 8/5/2026 Welcome back teachers lunch. JV Notes = Welcome Back Staff Luncheon — PD Day 8/5/2026	Fernando Delgado	Colson Phillip	Administrator	$ 1,035.14	Learning Recovery Emergency Block Grant
PORTO'S BAKERY NORTHRI	8/5/2026	PO02843	Professional Development Lunch for 8/6/2026. Platos: package comes with Rice, Beans and Plantains. Restaurant will supply Plates, Napkins and Forks.	Fernando Delgado	Colson Phillip	Administrator	$ 128.70	Learning Recovery Emergency Block Grant
CORNER BAKERY -207	8/6/2026	PO02847	PD meeting Breakfast 8/5/2026	Fernando Delgado	Colson Phillip	Administrator	$ 1,000.00	Learning Recovery Emergency Block Grant
ASEPT INTERNATIONAL INC.	8/7/2026	PO03143	Cafeteria Condiments	Fernando Delgado	Ricardo Covarrubias	Administrator	$ 671.15	General Operation
HONEYBAKED HAM #8939	8/7/2026	PO02844	PD Breakfast for Friday 8/7/2026 Honey Baked Ham	Fernando Delgado	Colson Phillip	Administrator	$ 997.53	Learning Recovery Emergency Block Grant
HONEYBAKED HAM #8939	8/7/2026	PO02837	8/7/2026 PD Lunch	Fernando Delgado	Colson Phillip	Administrator	$ 2,291.70	Learning Recovery Emergency Block Grant
ELECTIONRUNNER.COM	8/10/2026	PO03132	Election Runner - Board Elections for Teacher and Parent	Fernando Delgado	Ricardo Covarrubias	Marketing	$ 230.13	General Operation
SP FLIPPED MATH	8/11/2026	PO02884	SY 26-27 workbooks_AP CALC	Fernando Delgado	Hector Lopez	Math	$ 2,092.55	Math
FIVERR *	8/12/2026	PO02977	JUNE 25, 2026 Regular Board Meeting Minutes	Fernando Delgado	Vania Rodriguez	Administrator	$ 193.40	General Operation
MAILCHIMP	8/12/2026	PO02794	MailChimp Renewal for the 2026-2027 School Year	Fernando Delgado	Ricardo Covarrubias	Marketing	$ 268.00	General Operation

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KAMI.APP	8/13/2026	PO02899	Kami access for school year 2026-2027 Kami app makes core instruction interactive and visible This plan includes free Kami Certified Courses for all educators, accessed	Fernando Delgado	Chris Valencia	Technology	$ 11,587.50	General Technology
TEACHERSPAYTEACHERS.COM	8/13/2026	PO02873	AP Cybersecurity Curriculum	Fernando Delgado	David Buchanan	Business Technology	$ 175.00	Business Technology
VECTOR SOLUTIONS	8/13/2026	PO02896	Instructional Supplies	Fernando Delgado	Jacob Friedberg	Career/Voc Ed/Arts	$ 1,424.00	CTE
MODEL UN AT UCLA	8/14/2026	PO02904	UCLA MUN conference - registration fee + 14 student delegates - Invoice is attached -	Fernando Delgado	Albert Vazquez-Mejia	Social Studies	$ 822.83	Social Studies
ANTHROPIC* CLAUDE SUB	8/16/2026	PO02963	Claude AI - Max plan subscription for pro data analysis monthly charges for 26-27 school year	Fernando Delgado	Chris Valencia	Technology	$ 20.00	General Operation
SMARTANDFINAL 409	8/17/2026	PO02887	Groceries and supplies for Culinary classroom labs and competition practice. This amount is partially board-approved and partially grant-funded through CTE. It includes delivery of items.	Fernando Delgado	Nicole Gamez	Career/Voc Ed/Arts	$ 459.77	CTE
AMERICAN RED CROSS	8/17/2026	PO02918	First Aid/CPR certification for Special Education Assistants.	Fernando Delgado	Liav Paz	Special Education	$ 252.00	SPED
AMERICAN RED CROSS	8/17/2026	PO03071	Certified health office, and coaching staff in Adult, and Pediatric First aid/CPR/AED	Fernando Delgado	Liav Paz	Athletics	$ 126.00	Athletics
NOTEFLIGHT	8/18/2026	PO02897	Software License Renewal	Fernando Delgado	Corinne Brennan	Visual and Performing Arts	$ 849.00	VAPA
SOAR LEARNING	8/18/2026	PO02919	SOAR- study skills curriculum for additional students due to higher number of students enrolled.	Fernando Delgado	Melissa Harr	Special Education	$ 300.00	SPED
LED ELECTRIC WHOLESALE	8/19/2026	PO03039	LED light for the D-Building	Fernando Delgado	Mike Vosogh	Administrator	$ 302.91	Buildings & Grounds
VEX*EVENTS	8/20/2026	PO02898	Robotics Competition. Signed up teams will get a code for tickets for 4 students + 1 coach that can be claimed at the event.	Fernando Delgado	Tashara Barnes	STEAM	$ 185.00	TRUST - Robotics
ROBOSOURCE, LLC	8/21/2026	PO02853	These parts and tools directly support students in their hands-on experience and enhance their STEM experience (Fabrication, building, designing, and engineering). They are necessary for the team to proceed with competitions.	Fernando Delgado	Tashara Barnes	STEAM	$ 363.85	TRUST - Robotics
SMARTANDFINAL 409	8/21/2026	PO02887	Groceries and supplies for Culinary classroom labs and competition practice. This amount is partially board-approved and partially grant-funded through CTE. It includes delivery of items.	Fernando Delgado	Nicole Gamez	Career/Voc Ed/Arts	$ 366.24	CTE
						Total	**$ 32,886.44**	

Account Number : 4866 9100 8047 0367
Unique ID: XXXX XXXX XXXX 9185
EMILIE LAREW
Statement Date : 08-25-2026

Account Summary

Previous Balance	$0.00
Purchases and Other Charges	$13,405.82
Cash Advances	$0.00
Cash Advance Fees	$0.00
Late Payment Charges	$0.00
Credits	$0.00 CR
Payments	$0.00 PY
Total Activity	**$13,405.82**
Disputed Amount	$0.00

General Information

Total Activity $13,405.82

QUESTIONS OR TO REPORT A LOST OR STOLEN CARD, CALL CUSTOMER SERVICE **1-800-344-5696**

New Activity

Post Date	Tran Date	Reference Number	Transaction Description		Amount
08-20	08-18	24431066231489415334149	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334156	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334164	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334172	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334180	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334198	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334206	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00

(New Activity continued on next page)

CORPORATE PAYMENT SYSTEMS
P.O. BOX 6343
FARGO, ND 58125-6343

EL CAMINO REAL CHS

Account Number: 4866 9100 8047 0367
Unique ID: XXXX XXXX XXXX 9185
Amount Due: $0.00

****MEMO STATEMENT ONLY****
DO NOT REMIT PAYMENT

106481015459199 S

EMILIE LAREW
EL CAMINO REAL CHS
5440 VALLEY CIRCLE BLVD
WOODLAND HILLS CA 91367-5949

EMILIE LAREW
Account Number : 4866 9100 8047 0367
Unique ID: XXXX XXXX XXXX 9185
Statement Date : 08-25-2026

New Activity - Continued

Post Date	Tran Date	Reference Number	Transaction Description		Amount
08-20	08-18	24431066231489415334214	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334222	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334230	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334248	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334255	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334263	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334271	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334289	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334297	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334305	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334313	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00

(New Activity continued on next page)

EMILIE LAREW
Account Number : 4866 9100 8047 0367
Unique ID: XXXX XXXX XXXX 9185
Statement Date : 08-25-2026

New Activity - Continued

Post Date	Tran Date	Reference Number	Transaction Description		Amount
08-20	08-18	24431066231489415334321	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334339	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334347	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334354	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334362	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334370	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334388	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334396	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334404	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334412	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334420	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334438	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334446	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334453	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334461	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334479	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334487	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334495	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00

(New Activity continued on next page)

EMILIE LAREW
Account Number : 4866 9100 8047 0367
Unique ID: XXXX XXXX XXXX 9185
Statement Date : 08-25-2026

New Activity - Continued

Post Date	Tran Date	Reference Number	Transaction Description		Amount
08-20	08-18	24431066231489415334503	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334511	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334529	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334537	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334545	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334552	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334560	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334578	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334586	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334594	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334602	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334610	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334628	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334636	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334644	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334651	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334669	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-20	08-18	24431066231489415334677	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00

(New Activity continued on next page)



EMILIE LAREW
Account Number : 4866 9100 8047 0367
Unique ID: XXXX XXXX XXXX 9185
Statement Date : 08-25-2026

New Activity - Continued

Post Date	Tran Date	Reference Number	Transaction Description		Amount
08-20	08-18	24431066231489415334685	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-24	08-23	2416407623506021643 3832	ENTERPRISE RENT-A-CAR LIHUE HI 373528713		1,003.83
08-24	08-23	24164076235060216433857	ENTERPRISE RENT-A-CAR LIHUE HI 373528654		1,003.83
08-24	08-23	24164076235060216434053	ENTERPRISE RENT-A-CAR LIHUE HI 373528922		1,003.83
08-24	08-23	24164076235060216434111	ENTERPRISE RENT-A-CAR LIHUE HI 373528685		1,003.83
08-24	08-23	24164076235060216434137	ENTERPRISE RENT-A-CAR LIHUE HI 373528836		1,003.83
08-24	08-23	24164076235060216434368	ENTERPRISE RENT-A-CAR LIHUE HI 373528767		1,003.83
08-24	08-23	24164076235060216434376	ENTERPRISE RENT-A-CAR LIHUE HI 373528901		1,000.69
08-24	08-23	24164076235060216434509	ENTERPRISE RENT-A-CAR LIHUE HI 373528812		1,003.83
08-24	08-23	24164076235060216434608	ENTERPRISE RENT-A-CAR LIHUE HI 373528868		1,003.83
08-24	08-23	24164076235060216434707	ENTERPRISE RENT-A-CAR LIHUE HI 373463979		565.78
08-24	08-22	24431066235491894009735	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-24	08-22	24431066235491894009743	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-24	08-22	24431066235491894009750	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-24	08-22	24431066235491894009768	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-24	08-22	24431066235491894009776	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-24	08-22	24431066235491894009784	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-24	08-22	24431066235491894009792	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-24	08-22	24431066235491894009800	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-24	08-22	24431066235491894009818	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-24	08-22	24431066235491894009826	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00

(New Activity continued on next page)

EMILIE LAREW
Account Number : 4866 9100 8047 0367
Unique ID: XXXX XXXX XXXX 9185
Statement Date : 08-25-2026

New Activity - Continued

Post Date	Tran Date	Reference Number	Transaction Description		Amount
08-24	08-22	24431066235491894009834	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-24	08-22	24431066235491894009842	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-24	08-22	24431066235491894009859	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-24	08-22	24431066235491894009867	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-24	08-22	24431066235491894009875	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-24	08-22	24431066235491894009883	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-24	08-22	24431066235491894009891	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-24	08-22	24431066235491894009909	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-24	08-22	24431066235491894009917	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-24	08-22	24431066235491894009925	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-24	08-22	24431066235491894009933	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-24	08-22	24431066235491894009941	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-24	08-22	24431066235491894009958	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-24	08-22	24431066235491894009966	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX	DEPARTURE:	45.00
08-25	08-24	24011346236100130030198	CALIFORNIACHICKENCAFE CALIFORNIACHI CA		253.71

Account Number : 4866 9110 0013 3507
Unique ID: XXXX XXXX XXXX 0532
DAVID HUSSEY
Statement Date : 08-25-2026

Account Summary

Previous Balance	$0.00
Purchases and Other Charges	$627.71
Cash Advances	$0.00
Cash Advance Fees	$0.00
Late Payment Charges	$0.00
Credits	$205.15 CR
Payments	$0.00 PY
Total Activity	**$422.56**
Disputed Amount	$0.00

General Information

Total Activity $422.56

QUESTIONS OR TO REPORT A LOST OR STOLEN CARD, CALL CUSTOMER SERVICE **1-800-344-5696**

Account Messages

We certify that all purchases listed on this statement, unless annotated to the contrary, are true, correct and for official business only. Payment is authorized.

Cardholder Date Approver Date

New Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-03	07-31	24793386212000513152098	FACEBK *W7WQ7ZDSQ2 650-5434800 CA	182.82
08-03	08-02	24793386214000525542094	INDEED USI26-06420448 800-4625842 TX	389.81
08-03	08-01	24803946214920001162548	GOOGLE*CLOUD 6B8ZWN WWW.GOOGLE.CO CA	55.08
08-04	08-04	74692166216400996643895	AGUAVIDA PREMIUM WATER 747-444-9637 CA	205.15 CR

CORPORATE PAYMENT SYSTEMS
P.O. BOX 6343
FARGO, ND 58125-6343

EL CAMINO REAL CHS

Account Number: 4866 9110 0013 3507
Unique ID: XXXX XXXX XXXX 0532
Amount Due: $0.00

****MEMO STATEMENT ONLY****
DO NOT REMIT PAYMENT

106481015459921 S

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

Account Number : 4866 9100 7248 5613
Unique ID: XXXX XXXX XXXX 0112
FERNANDO DELGADO
Statement Date : 08-25-2026

Account Summary

Previous Balance	$0.00
Purchases and Other Charges	$32,886.44
Cash Advances	$0.00
Cash Advance Fees	$0.00
Late Payment Charges	$0.00
Credits	$0.00 CR
Payments	$0.00 PY
Total Activity	**$32,886.44**
Disputed Amount	$0.00

General Information

Total Activity $32,886.44

QUESTIONS OR TO REPORT A LOST OR STOLEN CARD, CALL CUSTOMER SERVICE **1-800-344-5696**

Account Messages

We certify that all purchases listed on this statement, unless annotated to the contrary, are true, correct and for official business only. Payment is authorized.

Cardholder Date Approver Date

New Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-28	07-27	2494300620947575382942 3	COSTCO WHSE #1205 WOODLAND HILL CA	141.14
07-29	07-28	2411641620971683112387 1	VEX*EVENTS 903-453-0802 TX	200.00
07-29	07-28	2411641620974283142604 9	VEX*EVENTS 903-453-0802 TX	200.00
07-29	07-28	2411641620974283210885 1	VEX*EVENTS 903-453-0802 TX	200.00
08-03	08-02	2401134621410006866426 1	ANTHROPIC* CLAUDE SUB ANTHROPIC.COM CA	200.00
08-03	08-01	2423168621384318300602 5	SMARTANDFINAL 409 510-851-8548 CA	425.36
08-04	08-03	2426979621600111830444 0	AMECI PIZZA & PASTA - 818-710-9424 CA	115.24
08-06	08-05	2401339621700119600741 7	365 DISPOSAL AND RECYCLIN 888-4830836 CA	92.40
08-06	08-05	2406466621710005053136 5	NYLAS NYLAS.COM CA	495.78
08-06	08-05	2406466621810000501069 6	SOAR LEARNING STUDYSKILLS.C MI	1,500.00
08-06	08-05	2444571621730083118122 4	RALPHS #0205 CALABASAS CA	1,035.14
08-06	08-04	2494168621734349134481 9	PORTO'S BAKERY NORTHRI GLENDALE CA	731.88
08-06	08-04	2494168621734349134482 7	PORTO'S BAKERY NORTHRI GLENDALE CA	1,833.26

(New Activity continued on next page)

CORPORATE PAYMENT SYSTEMS
P.O. BOX 6343
FARGO, ND 58125-6343

EL CAMINO REAL CHS

Account Number: 4866 9100 7248 5613
Unique ID: XXXX XXXX XXXX 0112
Amount Due: $0.00

****MEMO STATEMENT ONLY****
DO NOT REMIT PAYMENT

106481015455334 S

FERNANDO DELGADO
EL CAMINO REAL CHS
5440 VALLEY CIRCLE BLVD
WOODLAND HILLS CA 91367-5949

FERNANDO DELGADO
Account Number : 4866 9100 7248 5613
Unique ID: XXXX XXXX XXXX 0112
Statement Date : 08-25-2026

New Activity - Continued

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-07	08-06	24801976218849589021930	CORNER BAKERY -207 805-496-6993 CA	1,000.00
08-07	08-05	24941686218343896346855	PORTO'S BAKERY NORTHRI GLENDALE CA	128.70
08-10	08-07	24013126219000257130257	ASEPT INTERNATIONAL INC. WWW.ASEPT.COM WI	671.15
08-10	08-07	24765186221017054588461	HONEYBAKED HAM #8939 NORTHRIDGE CA	997.53
08-10	08-07	24765186221017054588479	HONEYBAKED HAM #8939 NORTHRIDGE CA	2,291.70
08-11	08-10	24492166223100012052232	ELECTIONRUNNER.COM ELECTIONRUNNE TX	230.13
08-12	08-11	24011346224100014545075	SP FLIPPED MATH STORE.FLIPPED TX	2,092.55
08-13	08-12	24036296224718262353955	FIVERR * 954-368-2267 NY	193.40
08-13	08-13	24231686225857038003447	SMARTANDFINAL 409 510-851-8548 CA	608.98
08-13	08-12	24793386224000907906071	MAILCHIMP 678-9990141 GA	268.00
08-14	08-13	24011346226100035025436	KAMI.APP 165-03958986 CA	11,587.50
08-14	08-13	24036296225712413941783	TEACHERSPAYTEACHERS.COM 646-588-0910 CA	175.00
08-14	08-13	24055236226858575290609	VECTOR SOLUTIONS 866-546-1212 FL	1,424.00
08-17	08-16	24011346228100155711771	ANTHROPIC* CLAUDE SUB ANTHROPIC.COM CA	20.00
08-17	08-14	24064666227100007365865	MODEL UN AT UCLA WWW.UCLAMUN.O CA	822.83
08-18	08-17	24231686230862969166562	SMARTANDFINAL 409 510-851-8548 CA	459.77
08-18	08-17	24692166229406925142644	AMERICAN RED CROSS 800-733-2767 DC	252.00
08-18	08-17	24692166229406925143477	AMERICAN RED CROSS 800-733-2767 DC	126.00
08-19	08-18	24013396230004331019910	NOTEFLIGHT 617-4669531 MA	849.00
08-19	08-18	24064666231100002442648	SOAR LEARNING STUDYSKILLS.C MI	300.00
08-20	08-19	24755426232122328622630	LED ELECTRIC WHOLESALE TARZANA CA	302.91
08-21	08-20	24116416232712548431351	VEX*EVENTS 903-453-0802 TX	185.00
08-21	08-21	24692166233409998136232	ROBOSOURCE, LLC 508-847-2784 MA	363.85
08-24	08-21	24231686234867772103237	SMARTANDFINAL 409 510-851-8548 CA	366.24

Coversheet

Investment Update – June, July, and August 2026

Section: IV. Finance
Item: C. Investment Update – June, July, and August 2026
Purpose: Discuss
Submitted by:
Related Material: Item IV C_Investment Summary-06-30-26.pdf
Item IV C Investment Summary-07-31-26.pdf
Item IV C Investment Summary-08-31-26.pdf

EL CAMINO REAL CHS
INVESTMENTS REVIEW
FISCAL YEAR 2025-2026

2025-2026		Year End	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	*Jun-26*	Contributions	Executive Summary-OPEB		
																$ 33,407,833	Beginning Balance at 07/01/25	
	OPEB Retiree Pmts.		$ (52,048.18)	$ (53,348.18)	$ (51,255)	$ (54,260)	$ (55,267)	$ (55,990)	$ (53,921)	$ (57,746)	$ (58,588)	$ (56,413)	$ (57,214)	$ (57,214)		$ (663,264)	OPEB Payments	
															Month	$ 4,633,233	Gains/Losses	12% Invest. Change
ECRA	OPEB Trust	$ 33,407,833	$ 33,535,446	$ 34,163,737	$ 34,830,476	$ 35,228,596	$ 35,203,541	$ 35,333,944	$ 35,976,588	$ 36,438,154	$ 34,402,558	$ 36,328,958	$ 37,397,697	$ 37,377,802	-0.1%	$ 37,377,802	Current Ending	11.9% Total Change
Investment Managers:															Month	YTD		
Fiduciary Mgt (852-001)		*$ 2,675,796*	$ 2,662,714	$ 2,744,203	$ 2,696,362	$ 2,686,061	$ 2,461,486	$ 2,462,746	$ 2,522,620	$ 2,554,617	$ 2,341,461	$ 2,447,931	$ 2,424,917	$ 1,237.38	-99.9%	-100.0%	Bal swept to Beacon Point in Jun-26 Fiduciary Mgt (852-001) sweep account	
Beacon Pointe (852-000)		*$ 30,732,037*	$ 30,872,732	$ 31,419,534	$ 32,134,114	$ 32,542,536	$ 32,742,055	$ 32,871,198	$ 33,453,968	$ 33,883,537	$ 32,061,097	$ 33,881,027	$ 34,972,780	$ 37,376,564	6.9%	21.6%		
El Camino Real CHS	General																	
Investment Managers:															Month	YTD		
Fiduciary Mgt (851-001)		*$ 336,856*	$ 334,972	$ 345,182	$ 339,097	$ 337,601	$ 236,685	$ 236,977	$ 242,513	$ 245,277.35	224,924.59	$ 235,078	$ 232,827	$ 140.72	-99.9%	-100.0%	100K Xfer to Beacon Pt. 11/26/25	Bal swept to Beacon Point in Jun-26 XFER from Fiduciary Mgt (851-001) sweep account
Beacon Pointe (851-000)		*$ 6,989,939*	$ 7,013,406	$ 7,126,190	$ 7,254,210	$ 7,338,504	$ 7,462,029	$ 7,483,446	$ 7,566,964	$ 7,663,768	$ 7,384,517	$ 7,629,975	$ 7,807,761	$ 8,024,227	2.8%	14.8%		
	US Bank Holdings		$ 7,348,378	$ 7,471,371	$ 7,593,307	$ 7,676,106	$ 7,698,713	$ 7,720,423	$ 7,809,477	$ 7,909,045	$ 7,609,442	$ 7,865,052	$ 8,040,588	$ 8,024,367	-0.2%	9.5%		
Annuity	3 Yr. (8/26)Fixed @ 4.80%	Midland	*$ 439,179*	$ 440,931	$ 443,487	$ 444,799	$ 446,287	$ 448,125	$ 449,913	$ 451,592	$ 453,569	$ 455,204	$ 456,843	$ 458,489	$ 461,384	0.6%	5.1%	
	2Yr. (10/25)@ 4.89%	CNB /T-Bill	*$ 432,289*	$ 433,808	$ 435,397	$ 436,800	$ 438,273	$ 439,496	$ 440,301	$ 441,171	$ 443,272	$ 441,576	$ 442,663	$ 436,124	$ 443,827	1.8%	2.7%	
	2Yr (11/30/27) @ 3.5%	Combined	$ 8,198,263	$ 8,223,117	$ 8,350,255	$ 8,474,906	$ 8,560,666	$ 8,586,334	$ 8,610,638	$ 8,702,241	$ 8,805,886	$ 8,506,221	$ 8,764,559	$ 8,935,201	$ 8,929,578	-0.1%	8.9%	
	Month End -Combined		$ 41,606,096	$ 41,758,563	$ 42,513,992	$ 43,305,381	$ 43,789,262	$ 43,789,875	$ 43,944,581	$ 44,678,829	$ 45,244,040	$ 42,908,778	$ 45,093,517	$ 46,332,898	*$ 46,307,380*	-0.1%	11.3%		

EL CAMINO REAL CHS
INVESTMENTS REVIEW
FISCAL YEAR 2026-2027

2026-2027		Year End		Contributions				
			Jul-26	Executive Summary-OPEB (Other Post-Employment Benefits)				
					$ 37,377,802	Beginning Balance at 07/01/26		
	OPEB Retiree Pmts.		$ (66,897.55)		$ (66,898)	OPEB Payments		
				Month	$ (173,342)	Gains/Losses	0%	Invest. Change
ECRA	OPEB Trust	$ 37,377,802	$ 37,137,563	-0.6%	$ 37,137,563	Current Ending	-0.6%	Total Change
Investment Managers:				Month	YTD			
Fiduciary Mgt -852-001		$ 1,237.38	1,737.87	40.4%	40.4%			
Beacon Pointe		$ 37,376,564	$ 37,135,825	-0.6%	-0.6%			
El Camino Real CHS	General							
Investment Managers:				Month	YTD			
Fiduciary Mgt 851-001		*$ 140.72*	$ 188.49	33.9%	33.9%			
Beacon Pointe		$ 8,024,227	$ 7,961,869	-0.8%	-0.8%			
	US Bank Holdings	$ 8,024,367	$ 7,962,058	-0.8%	-0.8%			
Annuity	3 Yr. (8/26) Fixed @ 4.80% Midland	$ 461,384	$ 462,749	0.3%	0.3%			
	2Yr (11/30/27) @ 3.5% CNB /T-Bill	$ 443,827	$ 445,035	0.3%	0.3%			
	Combined	$ 8,929,578	$ 8,869,842	-0.7%	-0.7%			
	Month End -Combined	$ 46,307,380	$ 46,007,404	-0.6%	-0.6%			

EL CAMINO REAL CHS
INVESTMENTS REVIEW
FISCAL YEAR 2026-2027

2026-2027

			Year End	Jul-26	Aug-26	Contributions / Executive Summary-OPEB (Other Post-Employment Benefits)				
							$ 37,377,802	Beginning Balance at 07/01/26		
		OPEB Retiree Pmts.		$ (66,897.55)	$ (66,897.55)		$ (133,795)	OPEB Payments		
						Month	$ 395,924	Gains/Losses	1%	Invest. Change
ECRA	OPEB Trust		$ 37,377,802	$ 37,137,563	$ 37,639,931	1.4%	$ 37,639,931	Current Ending	0.7%	Total Change
Investment Managers:						Month	YTD			
Fiduciary Mgt -852-001			$ 1,237.38	1,737.87	$ 1,743	0.3%	40.9%			
Beacon Pointe			$ 37,376,564	$ 37,135,825	$ 37,638,187	1.4%	0.7%			
El Camino Real CHS	General									
Investment Managers:						Month	YTD			
Fiduciary Mgt 851-001			$ *140.72*	$ 188.49	$ 189.03	0.3%	34.3%			
Beacon Pointe			$ 8,024,227	$ 7,961,869	$ 8,050,065	1.1%	0.3%			
	US Bank Holdings		$ 8,024,367	$ 7,962,058	$ 8,050,254	1.1%	0.3%			
Annuity	3 Yr. (8/26) Fixed @ 4.80%	Midland	$ 461,384	$ 462,749	$ 463,463	0.2%	0.5%			
	2Yr (11/30/27) @ 3.5%	CNB /T-Bill	$ 443,827	$ 445,035	$ 446,261	0.3%	0.5%			
		Combined	$ 8,929,578	$ 8,869,842	$ 8,959,978	1.0%	0.3%			
		Month End -Combined	$ 46,307,380	$ 46,007,404	$ 46,599,909	1.3%	0.6%			

Coversheet

Discuss and Vote to Approve Revisions to the 2026–2027 Employee Handbook

Section: V. School Business
Item: A. Discuss and Vote to Approve Revisions to the 2026–2027 Employee Handbook
Purpose: Vote
Submitted by:
Related Material: Item V A_2026-2027 ECRA Employee Handbook (Redline).pdf

EMPLOYEE HANDBOOK

~~2025-2026~~2026-2027

~~Revised August 25, 2025~~
~~Board Approved August 28, 2025~~

FOREWORD

Dear Valued Employee:

Congratulations and welcome to El Camino Real Charter High School ("ECRCHS" or the "School"). Whether you have recently joined our team or have worked with us for some time, we are excited to work with you. Your performance will be an integral part of the School's future success. In order to help you perform at your full potential and create a safe and enjoyable work environment, we are providing you this Employee Handbook to inform you of the many important aspects of your employment and guide you along the way.

There are a few things to keep in mind when reading this Employee Handbook. This document is not a comprehensive compilation of all ECRCHS policies and procedures and does not cover all possible circumstances and exceptions that may arise. Many of the policies summarized in this Employee Handbook are covered in more detail in other official documentation. Consult such documentation for additional information regarding specific policies. Please address any specific questions regarding the interpretation or applicability of ECRCHS policies and procedures to Human Resources or such designated ECRCHS officer or manager. Note that the terms of the official ECRCHS insurance and benefits policies supersede any terms to the contrary stated herein.

This Employee Handbook is not an employment contract, and nothing in this Employee Handbook gives you any right, expressed or implied, to continued employment. Furthermore, all terms, conditions, policies, and procedures as stated in this document are subject to change, and nothing stated herein is to be construed as a guarantee of employment or creates a fixed term for your employment.

As the School's employee you have an obligation to be familiar with and adhere to the information provided to you in this Employee Handbook.

Please take time to thoroughly review this Employee Handbook, noting how each section relates to your employment. Pass along any questions or concerns you may have to your immediate supervisor. We look forward to a harmonious and mutually fruitful relationship with you and are confident you will find your experience with us dually rewarding.

Lastly, please note that ECRCHS recognizes all sanctioned labor unions and their role in representing the interests of the School's unionized employees. This Employee Handbook does not impair or otherwise alter any terms or conditions of the collective bargaining agreements held by such unions. When a policy in this Handbook contradicts terms and conditions set out in the collective bargaining agreement, the collective bargaining agreement shall take precedence for applicable employees only.

Again, welcome!

David Hussey
Executive Director, ECRCHS

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SECTION I - Introduction

1.1 Who Are We?

The mission of ECRCHS 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.

1.2 This Employee Handbook

This Employee Handbook summarizes some of the School's key expectations and employment policies. As such, it cannot provide guidance for every possible circumstance that may arise during employment and is not intended as an exhaustive resource for all ECRCHS policies. Furthermore, should any provision of this Handbook contradict a provision of an applicable collective bargaining agreement at ECRCHS, the applicable collective bargaining agreement shall be controlling. Employees who desire elaboration on specific policies should refer to official policy documentation or consult a supervisor.

This Employee Handbook replaces all prior employee handbooks, employment policies, and ECRCHS rules and practices, expressed or implied, whether written or oral. In addition, this Employee Handbook is subject to the provisions of official ECRCHS policy documents, including insurance and benefits policies, plan documents, and applicable law. All ECRCHS employees are required to abide by the terms of this Employee Handbook as a condition of employment. The terms of an individual employee's employment contract may supersede this Employee Handbook where applicable.

1.3 Policy Changes

As circumstances warrant, ECRCHS may, in its sole discretion, deviate from the terms stated herein as it sees fit. ECRCHS has the express right to amend, modify, revoke, and add to the terms of this Employee Handbook as well as other official ECRCHS policy documentation. The terms of this Employee Handbook may only be altered through official ECRCHS written policy notices. No terms of this Employee Handbook may be altered via oral statements or other representations. The School's interpretation of the terms stated herein is absolute. Employees who need clarification as to the School's policy on a specific matter should consult ~~a~~ human resources ~~manager~~ or such designated ECRCHS officer or manager. Each employee is responsible for remaining informed of policy changes.

1.4 No Guarantee of Employment

Nothing in this Employee Handbook creates a binding employment contract between ECRCHS and its employees or provides a guarantee of continued employment for any amount of time. At-will employment status may only be altered through an express, signed, written agreement between ECRCHS and an employee to that specific and intended effect.

1.5 At-Will Employment

While most employment with ECRCHS is contractual and as dictated by an applicable collective bargaining agreement, some employees and all extra positions are employed on an “at-will” basis. Unless expressly prohibited by statute, all employees without a written employment agreement to the contrary are employed on an "at-will" basis. As has always been the case at ECRCHS, either ECRCHS or the at-will employee may conclude the employment relationship either with or without advance notice, at any time and for any reason, and no term in this Employee Handbook will alter or restrict the right of ECRCHS or an at-will employee to end the employment relationship accordingly. Nothing in this Employee Handbook impairs the School’s right to make changes in employment status, including without limitation promotions and demotions, reassignments, transfers, and wage and benefit changes. ECRCHS may only enter into an employment relationship that is not on an at-will basis through a written employment agreement signed by the Executive Director, or an ECRCHS officer or manager authorized with such capacity by the Executive Director.

SECTION II - Employment Policies

2.1 Employee Classification Categories

All ECRCHS employees are either classified as exempt or nonexempt.

Exempt Employees - Employees exempted from the minimum wage and overtime provisions hold positions that satisfy all applicable legal requirements. These employees are generally executives, managers, professionals, administrators, and technical staff who receive salaries. Moreover, certificated staff (teachers) are all exempt employees.

Nonexempt Employees - Employees who are NOT exempt hold positions which do not satisfy the legal requirements for exempt employees. These employees are typically paid on an hourly basis.

In addition, the following mutually exclusive classifications apply to both exempt and nonexempt employees and help determine an employee's employment status and eligibility for employee benefits, but in no way guarantee continued employment for any amount of time:

Regular Full-Time Employees - Employees are considered full-time employees if they are normally scheduled to work at least thirty (30) hours per week. These employees are generally eligible to receive ECRCHS benefits, if any, subject to the terms and conditions of each benefit plan. Please note this includes those staff members who may only work one hundred eighty-two (182) days per calendar year.

Regular Part-Time Employees - Employees are considered part-time employees if they are NOT normally scheduled to work at least thirty (30) hours per week during the regular School year, or if they only irregularly work thirty (30) or more hours per week. These employees are NOT generally eligible to receive ECRCHS benefits but shall receive any benefits required by law.

Temporary Employees - Full-time or part-time employees hired for a limited duration, generally for three (3) months or less, are considered temporary employees. These employees are typically interim replacements or hired for work on a specific project. Temporary employee work duration may be extended upon written permission; however, status as a temporary employee may only be changed by a written agreement signed by authorized ECRCHS personnel. Temporary employees are employed on an at-will basis unless expressly stated otherwise in a written employment agreement with ECRCHS. As at-will employees, temporary employees may be terminated prior to the end of the initially planned work duration for any or no reason, with or without notice. Temporary employees are generally not eligible for ECRCHS benefits unless required by law or expressly stated otherwise in a written employment agreement.

Employees not notified of their particular classification upon hire should ask Human Resources. Note that independent contractors are not ECRCHS employees. As such, they are not entitled to receive ECRCHS benefits unless expressly provided in a

written agreement between such individuals and ECRCHS. Furthermore, these individuals will have control over the manner of completing assigned tasks, while ECRCHS has control over assigning the tasks that independent contractors complete and defining the specific outcomes sought.

2.2 Confidentiality

ECRCHS requires that employees keep strictly confidential certain information related to ECRCHS and those with which ECRCHS conducts business. Employees are prohibited from disclosing **"Confidential Information,"** as defined below, to any external parties without prior ECRCHS authorization or to other ECRCHS employees or independent contractors who do not have a legitimate business reason to know such information. External parties are any person or entity besides the School's employees, representatives, and authorized agents. Employees must maintain confidentiality in all locations, all modes of communication, and at all times, continuing indefinitely after termination of their employment relationship with ECRCHS. Employees are responsible for knowing what information should be treated as Confidential Information and should consult their supervisor for clarification if in doubt.

2.3 Confidential Information

Includes all information relating to students, personal information, Schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Confidential information also includes information that relates to ECRCHS, its operations, or technology that is generally not known to the public such as, but not limited to, attorney communications. Personnel information regarding ECRCHS employees is also considered confidential and must be safeguarded from disclosure.

Employees can help ECRCHS safeguard its Confidential Information by adhering to the following guidelines:

- Do not discuss Confidential Information in public places.
- When discussing Confidential Information, or matters that may potentially pertain to Confidential information, employees should be aware of who is around them and consider whether they have a specific need to know such.
- Do not take hard copies of Confidential Information off ECRCHS premises unless absolutely necessary. If an employee does so, they should be sure to keep such information in a safe and secure place.
- Keep electronically stored Confidential Information password protected, and store hard copies out of sight in secure locations.
- Shred or tear up hard copies of Confidential Information before disposing in the trash.

Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment or dismissal for cause.

2.4 Student Information

Student information and records are private and confidential under the Family Educational Rights and Privacy Act of 1974 (FERPA) and the California Constitution.

As such, student information is to remain confidential at all times, and may not be disclosed to anyone unless there is a direct educational need or safety issue involved. This includes, but is not limited to, any disciplinary action taken against a student.

2.5 Conflicts of Interest

All employees must avoid situations involving actual or potential conflicts of interest. An employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to the Executive Director, or the Board of Directors, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

2.6 Employment of Relatives and Personal Relationships

Nepotism and favoritism may jeopardize ECRCHS operations and success. Therefore, employees are prohibited from supervising or reporting to their relatives or persons with whom they have close personal relationships outside of their employment with ECRCHS, except where such relationships are disclosed to and approved by ~~a senior member of the Business Office~~the Executive Director. **"Relatives"** include spouses/domestic partners, children (including adopted children), parents, siblings, grandparents, uncles, aunts, cousins, nieces, nephews, step relatives, brother-and sister-in-law, mother- and father- in-law, and relatives of domestic partners. **"Close personal relationships"** include relationships with persons with whom the employee shares a household, dates, or has had personal and close friendships for an extended period of time outside of employment with ECRCHS. Typically, informal acquaintances are not considered close personal relationships.

In order to safeguard ECRCHS interests, employees must disclose any relatives or close personal relationships that exist or may exist with other ECRCHS employees, contractors, consultants, students, or suppliers. An employee should also disclose this fact if, during employment, the employee becomes a relative of or develops a close personal relationship with (though marriage or dating, for instance) another employee, contractor, consultant, student, or supplier.

The ~~Business Office~~Executive Director may approve working with relatives or persons holding close personal relationships where such relationships do not create substantial conflicts of interest threatening the wellbeing of ECRCHS operations or activities, for instance, by creating potential supervisory, morale, safety, fairness, or public relations problems. Where possible, ECRCHS will strive to neutralize such conflicts of interests without impairing the benefits employees receive from ECRCHS; however, ECRCHS reserves the right to take any action necessary to remove conflicts of interest that threaten ECRCHS interests.

2.7 Personnel Files

ECRCHS maintains confidential employee records and files according to law. Supervisors and managers may only have access to an employee's file with a legitimate business need to know and as permitted by applicable law. Current and former employees are entitled to access their files upon providing reasonable notice.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative at a mutually convenient time during regular business hours inside of the office or department where they are normally stored. Employees may not tamper with or remove any part of their personnel file; however, they are entitled to copies of any documents contained in their personnel file. A request for information contained in the personnel file must be directed to the Executive Director. Only the Executive Director or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement, or local, state, or federal agencies conducting official investigations or as otherwise legally required.

Should an employee wish to dispute any item in their file, they are permitted to make a signed and dated written statement of the dispute that will become part of their file as well.

A personnel file is comprised of documents and information relating to each employee's relationship with ECRCHS, including among other items the employment application, employment history verification documents, resumes, background checks, emergency contact information, contracts of employment, tax forms, payroll and benefits information, and performance reviews, if any of these should exist and according to ECRCHS policy.

Employees are required to notify the fiscal analyst/specialist, as applicable, if any information previously provided to ECRCHS should change, including information provided on an employment application or form, insurance form, or tax form. Misrepresenting information in an employee file or failing to correct a known mistake in the file, is grounds for discipline, possibly including immediate termination.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

2.8 Child Abuse and Neglect Reporting / Additional Training

This policy applies to all School employees, volunteers, contractors, and Governing Board ("Board") members (collectively referred to as "mandated reporters" herein).

California Penal Code Section 11166 requires any child care custodian who has knowledge of, or observes, a child in their professional capacity or within the scope of their employment whom the employee knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

ECRCHS will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to ~~employees~~ individuals who are mandated reporters. Mandated reporter training will also be provided to ~~employees hired during the course of the School year~~all qualifying individuals who begin their service midyear. Independent contractors are required to complete their own training. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code Section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail or by a fine of One Thousand Dollars ($1,000.00), or by both that imprisonment and fine. Training will also be provided on the prevention of abuse, including sexual abuse and assault, of children on School grounds, by School personnel and volunteers, or in School-sponsored programs.

All ~~employees~~ individuals who are required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of the start of each School year or within the first six (6) weeks of that individual beginning service for the School. The School will maintain documentation of all completed training. ~~employee's employment.~~

By acknowledging receipt of this Handbook, employees acknowledge that they are child care custodians and certifying that they have knowledge of California Penal Code Section 11166 and will comply with its provisions.

In addition to the mandated reporter training, all individuals working or volunteering at ECRCHS will be required to complete additional online training on those subjects required under California law. This shall include, but not necessarily be limited to, subjects related to Bloodborne Pathogens, Sexual Harassment, and Youth Suicide. All employees and volunteers will be required to complete the training within the timeline specified by the School.

2.9 Criminal Background Checks

As required by law, all individuals working or volunteering at ECRCHS will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Similarly, convictions involving crimes of moral turpitude (e.g., fraud), child abuse or neglect, violence, or any offense which may make the employee unsuitable/undesirable to work around students may also serve as a bar to employment at the School. Additionally, should an employee be arrested for, charged with, or convicted of any offense during his/her employment with the School, the employee must immediately report as much to the Executive Director.

2.10 Tuberculosis Testing

All employees of the School must submit written proof from a health care provider of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If

TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant.

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School.

2.11 Healthcare Information

Information related to an employee's healthcare enrollment or plan will be managed according to the School's policy for conformity with the Health Insurance Portability and Accountability Act (HIPPA), as applicable. ECRCHS does not regularly maintain records of its employees' private healthcare information, and any such information voluntarily shared with ECRCHS by an employee will be kept confidential.

2.12 Immigration Compliance

ECRCHS will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of their identity and legal authority to work in the United States. However, ECRCHS will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (e.g., threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual for holding or presenting a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant. If a search of employee records is authorized by a valid subpoena or judicial warrant, the School will give employees notice of the inspection both before and after it has occurred as required by law.

If any employee has questions or needs more information on immigration compliance issues, they should contact the Human Resources department.

2.13 Political Views

ECRCHS will not discriminate against employees based on their engaging in legal political activities or their affiliation with a particular political view or group. However, ECRCHS encourages employees to focus this expression exclusively ***outside*** of their role at ECRCHS. All employees have a responsibility to ensure that the political views they communicate, and political activities engaged in are seen as separate from ECRCHS and their role as an ECRCHS employee.

2.14 Termination and Change of Employment Status

A change in employment status may occur for different reasons, including termination by ECRCHS, resignation, abandonment, reassignment, or retirement. Should a change in employment status occur, wages will only accrue up to the effective date of separation with ECRCHS, unless contrary to a written employment contract or state law.

- **Termination by ECRCHS** – Any employee whose employment is governed by a collective bargaining agreement may only have their employment terminated in accordance with the collective bargaining agreement. Unless expressly prohibited by statute, all other employees without a written employment agreement to the contrary are employed on an "at-will" basis. This means that ECRCHS may conclude the employment relationship with or without advance notice at any time and for any reason.

- **Resignation** - If an employee is an at-will employee, they may choose to conclude the employment relationship at any time and for any reason. If an employee is considering resignation, they are encouraged to consult their supervisor in order to discuss whether other options are available to accommodate an employee's needs. If an employee does decide to resign, ECRCHS asks that they provide at least two (2) weeks advance written notice of their departure. In addition, such employees who fail to provide the full requested advance notice may be deemed ineligible for future rehire, at the discretion of ECRCHS. At the School's sole discretion and business needs under the circumstances, ECRCHS may choose to require an employee's immediate departure. Should ECRCHS so require, employees agree to complete an exit interview or memorandum prior to departure.

- **Job Abandonment** – Job abandonment occurs where an employee fails to be present during scheduled work hours for three (3) or more consecutive days without prior approval for the absence. If an employee is considering abandoning their position with ECRCHS, employees are encouraged to consult their supervisor to discuss whether options are available to accommodate the employee's needs.

- **Reassignment** - Based on ECRCHS needs, employment status may occasionally change through ECRCHS reassigning an employee to a different shift, department, or location, unless the employee has a written employment contract to the contrary. ECRCHS may choose to take into consideration employee requests concerning reassignment. Should ECRCHS so require, employees agree to complete an exit interview or memorandum prior to departure.

- **Retirement** - Employees seeking to retire must provide at least four (4) weeks' advance written notice to ~~a~~ human resources ~~manager~~. This will allow ECRCHS sufficient time to finalize any payroll and benefits issues, determine and prepare for any hiring needs, and wrap up all other outstanding employment matters related to the planned retirement. Should ECRCHS so require, employees agree to complete an exit interview or memorandum prior to departure.

2.15 Return of ECRCHS Property

Employees must return all ECRCHS property in their possession upon ending employment with ECRCHS. Unless otherwise notified, ECRCHS property includes, but is not limited to, identification cards, uniforms, cell phones, laptops, electronics, office supplies, keys, and all other tangible items in the possession of employees that is provided to the employee by ECRCHS. Employees may be provided with a voluntary option of purchasing property which they have used while employed with ECRCHS on an "as is" basis.

Upon formal approval from the Business Office, employees will be provided with the market cost of specific property and required to pay for said property in full prior to exchanging ownership of the property. ECRCHS is not responsible for any previous or future damage or maintenance needs of purchased equipment.

2.16 Rehire

ECRCHS, in its sole discretion, may choose to rehire former employees. Former employees are still required to submit to the School's regular hiring process and screening, including, at the School's discretion, submitting an employment application and completing any required exams. Hiring managers seeking to hire former employees must submit a request for review and approval from ~~a~~ human resources ~~manager~~ prior to hiring. Except when set forth by written employment agreement or applicable law, former employees who are rehired will begin accruing benefits at the same rate and in the same manner as new employees, and tenure for all purposes will be calculated starting from the date of rehire.

2.17 Labor Unions

ECRCHS recognizes all sanctioned labor unions and their role in representing the interests of the School's unionized employees. This Employee Handbook does not impair or otherwise alter any terms or conditions of the collective bargaining agreements in place with such unions.

SECTION III - Payroll Practices

3.1 Payment of Wages

Salaried employees are paid monthly for their regular wages due. Paydays will fall on the last working day of each month. Employees will be paid on the last business day prior to any payday that happens to fall on a weekend or holiday.

Hourly employees are paid semi-monthly for their regular wages due. Paydays will fall on the fifteenth (15th) and last day of each month. Employees will be paid on the last business day prior to any payday that happens to fall on a weekend or holiday.

Employees will be paid by either check or direct deposit on their scheduled paydays, in accordance with payroll policy and as permitted by California state law. Checks will be either hand-delivered or mailed to employees. Please refrain from leaving paychecks in unsecured areas. If a paycheck is lost or stolen, employees must notify a payroll manager at once. Employees will receive any direct deposit of wages in a savings or checking account at the financial institution of their choosing. Employees must submit a new Form W-4 to a human resources manager if the marital status or the number of exemptions claimed changes.

3.2 Overtime Pay

Whether an employee is exempt from, or subject to, overtime pay will be determined on a case-by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Nonexempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for nonexempt employees. ECRCHS will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the employee's supervisor. ECRCHS provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

> For employees who are subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to these exempt employees.

3.3 Payroll Withholdings

As required by law, the School shall withhold Federal Income Tax, State Income Tax,

Social Security (FICA) and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.

2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.

3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.

4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability. These contributions also cover Paid Family Leave (PFL) benefits to those out of work to care for a seriously ill family member or bond with a new child. SDI and PFL benefits are managed by California Employment Development Department (EDD) and are not determined by the School.

5. CalSTRS or CalPERS Contributions: The School participates in the California State Teachers' Retirement System (CalSTRS) and the California Public Employees' Retirement System (CalPERS), which are pension programs that provide defined benefits to qualifying members in retirement. Employees will have a percentage of their pay withheld to contribute to CalSTRS or CalPERS, and the School will also make a monthly contribution on the employees' behalf.

Employees may also have deductions made to their paychecks when a wage overpayment occurs. The School will provide the employee with a written notice which describes the wage overpayment and will afford the employee an opportunity to respond before commencing any recoupment action. If the employee disputes the wage overpayment, the School shall initiate a legal action to validate the overpayment before proceeding with recoupment. The School may require the employee to reimburse an overpayment through a mutually agreeable method, including through cash repayment or a deduction of the employee's payroll check, among other options. An employee who is separated from employment before full repayment of the overpayment amount shall have any remaining amounts withheld from their final check. The School also reserves the right to exercise any and all other legal means to recover any additional amounts owed. The School shall provide employees with advance written notice of the deduction prior to the pay period where it will go into effect.

Every deduction from an employee's paycheck is explained on the check voucher. An employee who does not understand the deductions should ask Human Resources or such designated ECRCHS officer or manager to explain them.

Employees may change the number of withholding allowances claimed for Federal and/or State Income Tax purposes at any time by filling out a new W-4 and/or DE-4 form online through the School's payroll processing system (Paycom) and submitting

it to Human Resources. The office maintains a supply of these forms.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to Human Resources and to fill out a new W-4 form.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

3.4 Faithful Performance

All employees are expected to promote the School's operational interests at all times and to devote their full time and attention during working hours to faithfully and efficiently performing their assigned duties to the fullest extent possible within their individual means and talents.

3.5 Outside Work

Employees may hold other jobs or engage in work outside of their role with ECRCHS so long as such outside work does not have a negative impact on fulfilling their responsibilities to ECRCHS. Furthermore, any outside work must not conflict or compete with ECRCHS interests or be conducted during an employee's scheduled work

time. Employees engaging in outside work that require ten (10) hours or more of attendance during the regular Monday-Friday work week must notify their supervisor or manager so that ECRCHS can determine if such work presents a problem or a conflict with ECRCHS interests.

The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.
- Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment.
- Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees are prohibited from using Confidential Information or ECRCHS tools, equipment, or other property for outside work.

Employees may not use outside work as an excuse for failing to perform their responsibilities to ECRCHS, for poor job performance, or for failing to be present during scheduled work hours. Therefore, Employees should refrain from taking on any

outside work that may demand too much of their time, energy, or attention. ECRCHS may ask an employee to stop or decrease their involvement in any outside work that becomes a detriment to their job performance.

Outside work includes any work outside of employee obligations to ECRCHS for which employees are compensated, monetarily or otherwise, including self-employment. Outside work also includes service on a board or commission for a public entity or governing body, whether an employee is paid or otherwise compensated for such work.

3.6 Expense Reimbursements

ECRCHS reimburses employees' reasonable pre-approved expenses incurred while conducting ECRCHS business. All purchases made by an employee must be accompanied by an original or electronic receipt. When receipts are lost, employees must make every effort to retrieve a copy of the receipt or provide a document with comparable detail. There are a few exceptions for which credit card receipts or cancelled checks will be considered sufficient, as itemized descriptions of these expenses would likely not show details of personal use (i.e., taxi fares on conference days and parking fees incurred the day an employee attended workshops or other work events). For non-student-related meals, detailed receipts are a requirement. Employees are allowed to tip up to eighteen (18%) of the subtotal cost, rounded up to the nearest dollar, when gratuity is customary. Any incremental excess is the responsibility of the employee.

Employees may only travel on ECRCHS business when authorized and should verify which travel expenses are eligible for reimbursement prior to making travel arrangements. While traveling, employees must keep a detailed report of their business activities and the expenses they incur, including supporting documentation. Employees must submit their expense reports within one hundred eighty (180) days of their return from travel, but no later than June 30 of each calendar year. Employees should use discretion while traveling to keep expenses at a minimum and to avoid inappropriate expenses. Employees may not be reimbursed for expenses that are excessive or improper under the circumstances. Where appropriate, all reimbursement rates will be based on criteria set forth in the U.S. General Services Administration website, which can be found at www.gsa.gov.

Employees will be reimbursed for expenditures within fifteen (15) working days of presentation of appropriate documentation and approval from the administrator.

Nonexempt employees will be paid for travel while on ECRCHS business. Exempt employees will be paid their normal salary while traveling for ECRCHS.

3.7 Meal Breaks

Nonexempt employees working at least five (5) hours are provided with a thirty (30) minute meal period, to be taken approximately in the middle of the workday but by no later than the end of the 5th hour of work. Employees must immediately inform their supervisor if they are prevented from taking their meal period.

3.8 Rest Breaks

Nonexempt employees are provided with a paid ten (10) minute rest break for every four (4) hours worked or major fraction thereof, which should be scheduled towards the middle of each work period as is practicable. However, employees are not required to receive a rest period where the total work shift is less than three- and-a-half (3 ½) hours. ECRCHS may permit rest breaks in excess of the minimum amount required by law.

Supervisors may choose to stagger rest breaks as needed to manage operations. Rest breaks must be taken at the assigned times. Rest breaks may not be accumulated or combined with other break periods into longer rest or meal breaks, and employees may not use rest breaks to cover their late arrival or early departure from their shifts. Employees must immediately inform their supervisor if they are prevented from taking their rest period.

3.9 Lactation Accommodation

ECRCHS accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the nonexempt employee shall be unpaid.

ECRCHS will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is clean and located close to the employee's work area. Such room/location shall not be a bathroom or contain toxic or hazardous materials and shall have electricity, a surface to place a breast pump, and a place to sit. Employees shall also be given access to a sink with running water and a refrigerator. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

3.10 Time Reporting

By law, ECRCHS is obligated to keep accurate records of the time worked by its employees. Such employees shall be required to utilize the School's electronic timecard system.

Time worked is recorded based on the actual amount of time worked, to the nearest minute. The timecard indicates when the employee arrived and when the employee departed. All employees (exempt and nonexempt) must record their arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees (exempt and nonexempt) are required to keep the office advised of their departures from and returns to the School premises during the workday.

Employees are solely responsible for ensuring accurate information on their timecards and remembering to record time worked. If an employee forgets to mark their timecard or makes an error on the timecard, the employee must request timecard corrections in Paycom to make the correction and such correction must be initialed by both the

employee and Human Resources or such designated ECRCHS officer or manager.

Nonexempt employees are prohibited from performing off-the-clock work, including but not limited to, checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out.

No one may enter time on behalf of another employee, nor modify another employee's time records unless expressly authorized to do so. Any employee who violates any aspect of this policy may be subject to disciplinary action, up to and including termination.

3.11 Attendance

The School's success relies on employees arriving on time and regularly attending work. Employees must notify their supervisor in advance of the scheduled starting time if the employee will not be able to attend work that day for any reason or will be arriving late. Failure to notify a supervisor in advance will result in an unexcused absence, which is serious misconduct. ECRCHS may consider an employee's job abandoned and their employment status voluntarily resigned for any unexcused absence lasting three (3) or more consecutive days you are scheduled to work. Employees must also receive prior supervisor approval should they need to leave work early for any reason. Employees who display a pattern of excessive absences or tardiness may be disciplined despite not having used all of their accrued leave.

3.12 Performance Reviews and Pay Increases

Unless otherwise specified by written contract or collective bargaining agreement, a formal performance review will be conducted every twelve (12) months. This will provide an opportunity to review past performance in order to recognize strengths, target weaknesses and areas for improvement, and identify specific goals going forward. Any written performance reviews will become part of the employee file.

Employees receiving a performance review will not necessarily receive an increase in pay. Pay increases are based on several factors, including overall department and ECRCHS annual budgets, and will not always directly reflect an employee's performance. Besides formal performance reviews, employees are encouraged to regularly have informal discussions with their supervisors about their strengths, weaknesses, and goals, in order to monitor their performance. Pay increases may be implemented at other times besides during performance reviews but must always be preapproved by a human resources or payroll manager to ensure that the requested increase aligns with ECRCHS policy and is in ECRCHS' best interest.

Periodic pay bonuses are not guaranteed to employees and are at the discretion of management. If paid by ECRCHS, these will be based on individual performance and ECRCHS budget availability. Bonuses are meant to incentivize employees to exceed expectations and constantly perform to the best of their abilities. This will help ensure that ECRCHS stays competitive in its market.

3.13 Payroll Policies

ECRCHS reserves the right to change payroll policies and practices, including those stated above, after providing prior written notice to employees and in accordance with state law.

SECTION IV - Standards of Conduct

4.1 Equal Employment Opportunity

ECRCHS is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to:

- Race (including traits associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including reproductive health decision-making, pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), or the Fair Employment and Housing Act "FEHA"), or laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

This policy protects qualified individuals based on the perception that the individual has any of these characteristics or any combination of these characteristics, or is associated with an individual who has, or is perceived to have, any of these characteristics or a combination of these characteristics.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation, and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified

individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation is needed to perform the job. ECRCHS then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform their job. ECRCHS will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

4.2 Professional Boundaries: Staff/Student Interaction Policy

This policy applies to all employees, volunteers, contractors, and Governing Board ("Board") members (collectively referred to as "adults" herein).

ECRCHS recognizes its responsibility to make and enforce all rules and regulations governing student and ~~employee~~ adult behavior to bring about the safest and most learning- conducive environment possible. This policy is available on ECRCHS's website at Legal review of correspondence from CSD including 16-page notice of concern and attachments; multiple telephone conferences with Board chair and D. Hussey; telephone conference with Board chair, D. Hussey, and F. Delgado.

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~~ individual's use of force that is reasonable and necessary to protect the ~~employee~~individual, 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~~employees, volunteers, contractors, and Board members:

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 a student on 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 (i.e., 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~~Adult/Student Behavior

This policy is intended to guide ~~all School faculty and staff~~adults in conducting themselves in a way that reflects the high standards of behavior and professionalism required of ~~School employees~~them and to specify the boundaries between such adults and students ~~and staff~~.

Although this policy gives specific, clear direction, it is each ~~staff member's~~adult's obligation to avoid situations that could prompt suspicion by parents/guardians, 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~~an adult while interacting with a student, whether during school hours or outside of school hours, including through social media platforms, text messaging, and other forms of communication that do not otherwise include a student's parent/guardian. Trespassing the boundaries of a student/adult~~teacher~~ relationship is deemed an abuse of power and a betrayal of public trust.

Professional boundaries apply not only between students and staff, volunteers, and contractors, and Board members, but also among and between students, and among and between adults employed, volunteering, or under contract with the School. All members of the School community are expected to maintain professional conduct that models appropriate behavior and fosters a safe and respectful learning environment. Additionally, all facilities/areas under School control shall be effectively supervised to promote a safe environment for students and individuals performing services on behalf of the School.

Some activities may seem innocent from a ~~staff member's~~an adult'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~~ adults and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

~~Staff~~ Adults 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~~ adults 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/adult~~staff~~ interactions must have boundaries surrounding potential activities, locations, and intentions.

Duty to Report Suspected Misconduct

When any ~~employee~~ adult reasonably suspects or believes that another ~~staff member~~individual may have crossed the boundaries specified in this policy, the employee 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~~ Adults 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~~Adult/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.
(j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
(k) Communication with students via an employee's personal accounts such as email, text message, and/or social media
(l) Engaging in any electronic, digital, or social media communication with a student that is not School-related.
(m) Any form of grooming behavior, including conduct designed to build secrecy or inappropriate trust.

Unacceptable ~~Staff~~Adult/Student Behaviors without Parent and Supervisor Permission
(These behaviors should only be exercised when ~~a staff member has~~adults have parent/guardian 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~~Adults must 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~~Adult/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 within School provided platforms must be ~~very~~ professional and pertain 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~~adult to be present if you will be alone with any student with~~type of~~ special needs student.
(o) Asking another ~~staff member~~adult 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.

4.3 Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

ECRCHS is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. ECRCHS's policy prohibits

unlawful harassment, discrimination, and retaliation based upon: race (including traits associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including reproductive health decision-making, pregnancy, childbirth, breastfeeding, and related medical conditions); sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); recreational cannabis use outside of work, or based on the results of a required drug test finding the employee to have nonpsychoactive cannabis metabolites in their hair, blood, urine, or other bodily fluids; medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

This policy protects qualified individuals based on the perception that the individual has any of these characteristics or any combination of these characteristics, or is associated with an individual who has, or is perceived to have, any of these characteristics or a combination of these characteristics.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above.

ECRCHS does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other person with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to Human Resources or designee.

When ECRCHS receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the Executive Director) or the Executive Director or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. ECRCHS is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

Prohibited Unlawful Harassment

Prohibited unlawful harassment may include, but is not necessarily limited to, the following:

The following examples are not an exhaustive list:

- 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 because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

ECRCHS is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment. It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against the employee or against another individual.

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within six (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct, undertaken with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes, but is not limited to, the following: repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets; verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating; or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address

such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Executive Director. See **Appendix A** for the "Harassment/Discrimination/ Retaliation Complaint Form." See **Appendix B** for the general "Internal Complaint Form."

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; and
  - 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 employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct; and
  - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, 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 to work or possessing any such material to read, display or view at work;
  - Reading publicly or otherwise publicizing in the work environment materials that are in anyway sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
  - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (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. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate ECRCHS policy.

While not all harassment, discrimination and abusive conduct is unlawful, it is always against School policy.

4.4 Title IX Notice of Nondiscrimination

ECRCHS does not discriminate on the basis of sex and prohibits any acts of sex discrimination including sex-based harassment in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq*.) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Charter School Title IX Coordinator, the Office for Civil Rights of the U.S. Department of Education, or both.

All complaints and reports of conduct that may constitute sex discrimination including sex-based harassment should be submitted to our Title IX Coordinator, who can be reached at:

Edgar Ortega, Administrative Director, e.ortega@ecrchs.net, (818) 595-7521
Dean Bennett, Administrative Director, d.bennett@ecrchs.net, (818) 595-7506
Vania Rodriguez, Director of Human Resources, v.rodriguez@ecrchs.net, (818) 595-7536~~Vania Rodriguez, Director of Human Resources, v.rodriguez@ecrchs.net, (818) 595-7536~~
~~Dean Bennett, Administrative Director, d.bennett@ecrchs.net, (818) 595-7506~~
~~Emilie Larew, Administrative Director, e.larew@ecrchs.net, (818) 595-8005~~

A copy of ECRCHS's Title IX Policy, which includes the specific rules and procedures for reporting sex discrimination and sex-based harassment occurring within ECRCHS's education program or activities and for pursuing available remedies, is available on the ECRCHS website at: https://www.ecrchs.net/about/title-ix

4.5 Whistleblower Policy

ECRCHS requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information

shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigation, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

4.6 Standards of Conduct and Discipline

All discipline will be carried out in accordance with any applicable collective bargaining agreement provisions and/or legal or contractual requirements. For those positions which are at-will in nature, ECRCHS may, in its sole discretion, with or without cause or advance notice utilize whatever form of discipline is deemed appropriate under the circumstances, up to, and including, release from employment.

All employees are responsible for knowing and abiding by applicable ECRCHS rules and policies. ECRCHS prides itself on its ability to meet high standards of ethical and personal conduct throughout its operations. Therefore, employees are expected to maintain the highest ethical standards and perform their duties in good faith and to the best of their abilities at all times when engaged in ECRCHS business.

Where warranted under the circumstances, ECRCHS will seek to use progressive discipline to correct, improve upon, and prevent future recurrences of conduct falling below our standards. At the School's discretion, progressive discipline may proceed along the following line: verbal warning, written warning, conduct evaluation period, suspension with or without pay, demotion, reassignment, and termination. A conduct evaluation period, if instituted for an employee, will be a discretionary set period in which the employee will receive counseling and monitoring by a supervisor with the aim of targeting possible causes and correcting the poor performance. Depending upon the employee's performance during the conduct evaluation period, further discipline or corrective action may occur at the end of the period, including termination.

ECRCHS reserves the right to combine, skip, or reorder any steps in the process depending upon the nature of the offenses and the circumstances. Note that this means that ECRCHS has the right to immediately terminate an employee, without warning or the use of progressive discipline, should the circumstances call for such action. When determining the appropriate discipline for a given instance ECRCHS may consider, at its discretion, any of the following factors, without limitation: the employee's prior history of poor conduct with ECRCHS or prior employers; the employee's work record and level of commitment to ECRCHS goals; the number of repeated instances of the particular offense; the amount of counseling and/or training received in order to prevent such offenses; the impact the offense has on the School's performance or perception in the marketplace; and the level of egregiousness and purposeful intention to violate ECRCHS policy. Note that supervisors and others who

fail to report violations or who withhold relevant information concerning a policy violation will be disciplined as is warranted under the circumstances.

At the School's discretion, employees may be disciplined or terminated for violating any ECRCHS policy or rule. Misconduct can take many forms, and it is impossible for ECRCS to provide employees with a comprehensive list of prohibited behaviors. Therefore, the list below is only illustrative and is intended to give employees notice of some of the School's general expectations concerning standards of conduct; ECRCHS maintains the discretion to discipline or terminate employees for engaging in any conduct ECRCHS deems inappropriate. Employees are expected to use good judgment in all their actions and to consult their supervisors or a human resources manager if there is any doubt as to whether their intended conduct falls below ECRCHS standards.

Examples of misconduct that may result in discipline or termination include, but are not limited to, the following:

- Unsatisfactory job performance, including poor quality or quantity of work.
- Engaging in insubordination or disobedience to the legitimate orders of a supervisor.
- Repeatedly arriving tardy or starting work late.
- Repeated unexcused absences.
- Falsifying time records or failure to accurately record time worked, including time records for another employee.
- Dishonest behavior.
- Illegal discrimination or harassment.
- Disorderly conduct, such as violence or threats of violence or blackmail.
- Violating ECRCHS procedures or instructions.
- Failure to abide by health or safety regulations.
- Intentionally falsifying ECRCHS documents, including ECRCHS records and documents provided by the employee during the hiring process.
- Failure to maintain appropriate boundaries with students, including, but not limited to, the following communicating on a one-to-one basis by cell phone, text, or other social media rather than in a group context; granting or gaining access to students through social media such as Facebook, Twitter, Instagram, or Snapchat; and otherwise failing to maintain a professional relationship with students.
- Excessive use of obscene, profane, or abusive language.
- Misusing ECRCHS property, including using property without authorization; using ECRCHS property improperly; or damaging, destroying, or stealing property.
- Possession or use of real or replica firearms, weapons or other dangerous items or materials on ECRCHS property.
- Possession or use of illegal drugs, alcohol, or controlled substances without a valid prescription on ECRCHS property or while engaged in ECRCHS business.
- Failure to disclose conflicts of interests.
- Unauthorized use or disclosure of ECRCHS' confidential information.
- Conviction of a crime that indicates an employee is unfit to work for

ECRCHS or represent a potential threat to ECRCHS personnel or operations.

- Violating applicable laws or regulations in performing duties.
- Violating any other ECRCHS policy or rule.
- Using or possessing firearms, weapons, or explosives of any kind on School premises.
- Gambling on School premises.
- Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
- Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
- Immoral or indecent conduct.
- Engaging in sabotage or espionage (industrial or otherwise).
- Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures, or treatment.
- Sleeping during work hours.
- Refusal to speak to supervisors or other employees.
- Failure to possess or maintain the credential/certificate required of the position.
- Unprofessional conduct.
- Allowing a visitor onto campus without prior authorization and without the appropriate clearances.
- Failure to disclose a pending action against the employee's credential by the California Commission on Teacher Credentialing.
- Failure to ~~adequately~~ appropriately supervise students.

4.7 Giving and Accepting Gifts

Employees may not give or accept gifts, services, entertainment, or favors from a ECRCHS competitor, client, customer, supplier, government entity, or other organization which has a business relationship with ECRCHS. However, employees may receive gifts that are lawful, customary, and up to maximum value of $50, when ECRCHS so authorizes in advance. For example, an employee may accept meals and refreshments of nominal value given in connection with business activities. When in doubt, employees should consult a supervisor, and notify a member of management if they do receive a gift of more than nominal value.

Moreover, employees may receive lawful, customary gifts up to a maximum of $50 from students or parents/guardians, as long as doing so does not affect, influence, or can otherwise be construed to affect or influence, a student's grade or involvement in any School related activity.

4.8 Internal Promotions and Transfers

ECRCHS may choose to initiate promotions or transfers of employees between different positions and locations in order to meet the School's various business needs. Employees who feel that they are well qualified are also encouraged to apply for job vacancies that become available. However, employees must notify their supervisor if they apply for a position. ECRCHS prefers to promote from within unless it decides that hiring outside the organization is advisable. Employee candidates may be subject to the same hiring interviews, tests, and other processes as outside applicants. At all

times ECRCHS retains discretion to hire outside candidates and make exceptions to this promotions and transfers policy.

4.9 Dress Code

Employees are expected to maintain a clean, orderly, and well-groomed appearance. Specific dress standards will vary depending on the position and responsibilities of each employee. Employees should ask their supervisor if they are unsure as to what is appropriate for an occasion. Employees displaying improper dress or appearance will be notified. Repeated inappropriate appearance is grounds for discipline. Management will determine what is considered "appropriate" dress and appearance.

4.10 Safety

Each employee is tasked with helping maintain a safe work environment and complying with all safety and health laws and regulations. Employees must report all injuries, accidents, illnesses, safety hazards, and health concerns that they experience or observe to ~~the Business Office~~ Human Resources or another supervisor. Failure to abide by ECRCHS safety policies or to report unsafe conditions may result in discipline.

The Occupational Safety and Health Act (OSHA) is a federal law requiring the School to maintain records of all work-related accidents and illnesses. Employees are required to submit an incident report to Human Resources for all accidents, illnesses, or unsafe working conditions that an employee suffers or witnesses while on the job, no matter how small. Human Resources may prescribe a standardized incident report form for employee use. Failure to complete an incident report may result in discipline or prevent an employee's ability to receive worker's compensation and other benefits.

Employees should contact their manager if they or another co-worker is injured on the job. If necessary, contact emergency medical assistance.

4.11 Fire Safety

Employees are required to know and observe OSHA regulations, including helping prevent fires and maintain safe practices for avoiding fires in the workplace. Do not block access to any fire exits, doorways, windows, or fire extinguishers. Please keep all flammable materials stored in covered metal containers.

4.12 Emergency Contact

Employees are entitled to choose an emergency contact to be contacted by ECRCHS in case of emergency. The School will notify an employee's designated emergency contact if the employee is arrested or detained at work but only if the employee has designated an emergency contact for this purpose, and only if the School has actual knowledge of the arrest.

4.13 Workplace Rights

All employees are entitled to know and exercise their workplace and constitutional rights. Labor laws, including but not limited to standards for wages, hours, and health and safety, apply to all workers in the state regardless of immigration status. See

Appendix D for pamphlet from the State of California Department of Industrial Relations regarding employee rights at the School.

~~4.12~~4.14 Closed Circuit Television System (CCTV)

For the safety of staff and students, ECRCHS maintains a CCTV system throughout its premises. All staff are advised that ECRCHS records activities on and immediately around its premises and has the right to use recorded activities as necessary and warranted. Employees do not have a reasonable expectation of privacy in this regard. Note, however, that a CCTV system shall not be installed in any private areas (such as restrooms or locker rooms),or inside classrooms.

4.15 Audio and Video Recording in the Workplace

1. Purpose

The purpose of this policy is to protect the privacy rights of students and staff, maintain a secure and safe learning environment, safeguard confidential information, and prevent unauthorized recording within school premises or during school-sponsored activities.

2. General Prohibition on Workplace Recording

Except as explicitly permitted under Section 3 of this policy, employees are strictly prohibited from making audio, video, or photo recordings (hereinafter, collectively referenced as "recordings") in the workplace or while engaged in school business.

- Scope: This prohibition applies to all school grounds, facilities, classrooms, offices, school buses, and any virtual/online instruction or meeting platforms (e.g., Zoom, Google Meet).
- Devices: The policy covers recordings made on any device, whether school-issued or personal (including cell phones, tablets, smartwatches, wearable cameras, and voice recorders).
- Authorization Requirement: Prior written authorization from the Executive Director is required before taking any audio or video recording.

3. Recording Involving Students (Instructional & Professional Purposes)

In instances where the school authorizes recording for legitimate educational or professional development purposes (such as instructional coaching, teacher evaluation, or student portfolio work) that involve students:

- Parent/Guardian Consent: Written permission must be obtained from the student's parent or legal guardian prior to any recording taking place.
- Scope of Use: Authorized recordings involving students must be used solely for the specific, approved educational purpose and stored on secure, school-approved platforms.
- Sharing & Publication: Distributing, uploading, or sharing authorized recordings involving students on personal devices, personal social media, or public platforms is strictly prohibited.

4. Exceptions

This policy does not apply to:

1. Official school events open to the public (e.g., athletic events, musical performances, or graduation ceremonies).

2. Recordings made pursuant to an approved Individualized Education Program (IEP) or 504 Plan, as mandated by law.
3. Security cameras or surveillance systems installed and operated directly by the school administration for safety purposes.
4. Activities legally protected under applicable state and federal labor laws regarding concerted activity and employee communications.

5. Violations and Disciplinary Action

Unauthorized recording or unauthorized distribution of recordings undermines the trust and privacy of our school community. Any employee who violates this policy may be subject to disciplinary action, up to and including termination of employment, as well as potential civil or legal remedies where applicable.

~~4.13~~4.16 Identification Badges

For the safety of staff and students, and to ensure that all staff are immediately recognizable, each employee is provided a photographic identification ("ID") badge. The ID badge must be worn at all times while on campus and should be worn on a lanyard or clipped onto the outermost layer of clothing.

~~4.14~~4.17 Workplace Bullying

ECRCHS employees are to be treated with courtesy and respect at all times. Bullying through repeated inappropriate abuse of another will not be tolerated in the workplace, whether physical, verbal, or otherwise. Examples of bullying include, but are not limited to, pushing, physical assault, threats, insults, ridiculing, humiliating, and slandering. If an employee is a victim or witness of bullying, they should report it to their manager immediately. Communications regarding bullying and any resulting investigations will be kept as confidential as possible under the circumstances. Retaliation against those who report instances of bullying is prohibited. Violations of this policy will result in discipline and possible termination.

~~4.15~~4.18 Workplace Violence

ECRCHS does not tolerate violence or dangerous behavior of any kind in the workplace, whether through physical abuse, threats, intimidation, coercion, stalking, or otherwise. Employees should report all incidents of direct or indirect violence or dangerous behavior to a manager as soon as possible. Reporting incidents and concerns early can help prevent a situation from escalating and becoming even more dangerous. Those who report workplace violence may not be disciplined or retaliated against. Employees should never attempt to handle a potentially dangerous situation themselves.

Reports of violence or dangerous behavior will be promptly investigated. Identities of those involved will be kept as confidential as is possible under the circumstances. Those suspected of violence or dangerous behavior may be suspended during the investigation, with or without pay, in order to maintain safety in the workplace. If an employee is found guilty of violence or other dangerous behavior, including threats of violence, they may be disciplined and terminated at the School's discretion.

See **Appendix C** for the "Workplace Violence Reporting Form." This form should be used to report any incidence of workplace violence that any employee of ECRCHS

witnesses at the workplace or any work-related event.

~~4.16~~4.19 Drug-Free Workplace

The School's drug and alcohol policy applies to all employees and applicants for hire and is designed to identify and correct instances of substance abuse in the workplace. The Executive Director is responsible for implementing and enforcing this policy.

Drug and alcohol abuse are serious threats to ECRCHS operations and success, not to mention employee health and safety. In order to provide a safe and productive workplace, employees are prohibited from consuming, possessing, selling, or purchasing illegal drugs at any time on ECRCHS property or while engaged in ECRCHS business. Likewise, employees may not consume alcohol at any time on ECRCHS property or while engaged in ECRCHS business, except for reasonable and moderate alcohol consumption during ECRCHS business and social events. Additionally, employees may not have any detectable amount of alcohol or illegal drugs present in their bodily systems at work. The prohibitions in this policy apply whether employees are at a work facility, operating an ECRCHS vehicle, or conducting off-site work.

A drug is considered illegal if it is illegal to possess or obtain or is legal to possess but has been obtained illegally, such as possessing prescription drugs without a valid prescription. This policy does not prohibit employees from lawfully possessing and using prescribed drugs. However, employees with valid prescription drugs are prohibited from abusing such drugs by consuming them in excess of the prescribed amounts or from consuming prescribed drugs that impair their ability to safely perform their duties. ECRCHS reserves the right to require employees taking prescribed drugs to produce proof that they possess valid prescriptions. Employees should consult a doctor if they are unsure as to the potential effects of any prescribed drugs they take. Employees are responsible for notifying their supervisor if any prescribed drugs they take may impair your ability to work safely or perform their duties effectively.

Any violation of this policy can result in disciplinary action and possible termination, even for an employee's first offense. We encourage employees to seek help if they have developed an addiction or dependence on drugs or alcohol. ECRCHS will make reasonable efforts to accommodate employees who voluntarily seek help, whether through counseling, rehabilitation, or another type of assistance program. As warranted under the circumstances, such employees may be allowed to use paid time off, referred to treatment programs, placed on leaves of absence, or otherwise accommodated as required by law. Before returning to their prior work status, such employees may be required to provide proof that they have successfully completed their treatment program and submit to testing to ensure they can perform their duties safely.

This policy does not prohibit an employee's use of cannabis off the job and away from the workplace.

~~4.17~~4.20 Drug Testing

In order to maintain a safe and productive workplace, ECRCHS may conduct drug or alcohol testing of any employee where circumstances or job responsibilities justify

such testing. Regardless of job responsibilities, employees may be required to submit to drug or alcohol testing when circumstances warrant, including, but not limited to, the following:

- When applying for a position and before receiving a job offer.
- When the employee's supervisor reasonably suspects, based on the supervisor's personal observations, that the employee is under the influence of illegal drugs or alcohol during work hours.

- After violating a safety policy or rule or being involved in a serious accident that causes damage to anything on ECRCHS property, including that employee or another employee.

Employees will receive their normal pay for time spent undergoing testing but may be suspended pending the results of the test, with or without pay. Should the results prove negative, employees suspended without pay are entitled to receive back pay.

Employees testing positive or refusing to submit to testing under any of the circumstances stated in this policy are subject to discipline and possible termination. Information related to drug and alcohol tests, addictions, and dependencies, including medical information, will be kept strictly confidential to the extent required by law and separate from the normal employee file.

Supervisors must consult a human resources manager before requiring an employee to submit to testing when the employee is reasonably suspected of being under the influence of illegal drugs or alcohol or possessing, selling, or distributing illegal drugs during work. Applicants testing positive will be disqualified from consideration for all job vacancies. Supervisors or management may contact law enforcement where appropriate when they reasonably suspect criminal activity.

~~4.18~~4.21 Searches

ECRCHS reserves the right to conduct searches and inspections of ECRCHS property and any items on ECRCHS premises. Employees do not have a reasonable expectation of privacy with respect to their use of School property or personal items brought to the School campus. Personal items owned by employees brought on the premises such as bags, vehicles, and other containers, may be searched if ECRCHS has reasonable suspicion to do so. ECRCHS may search or inspect any part of its premises or property provided to employees for their use such as lockers, desks, cabinets, and drawers, at any time and for any reason, with or without reasonable suspicion or cause. Searches for illegal drugs, alcohol, paraphernalia, and other items possessed illegally may be conducted at any time, either with or without notice. Any illegal items ECRCHS confiscates will be turned over to the appropriate law enforcement agency. Employees who fail to fully cooperate in all searches or inspections are subject to discipline.

~~4.19~~4.22 Smoke-Free Workplace

In conformance with state law, ECRCHS prohibits smoking and vaping on all ECRCHS premises, including inside and outside on all areas on ECRCHS premises, during off-site ECRCHS meetings and events, and inside ECRCHS vehicles. This policy applies

to all employees, contractors, visitors, and other persons that are present on ECRCHS premises or any other place where smoking is prohibited by this policy. "Smoking" is defined as the "act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind." “Smoking” also includes the use of electronic cigarettes (“e-cigarettes”).

Additionally, smoking is prohibited within 250 feet of any facility or park where a School sports event is taking place.

~~4.20~~4.23 Computer and Electronic Communication Policy

All employees must use computers and other forms of electronic communication in an ethical and professional manner at all times. This policy is designed to guide employees in their use of computers and other electronic communication devices on behalf of ECRCHS, including all electronic communication devices owned or leased by ECRCHS, used or accessed on ECRCHS premises, used for or on behalf of ECRCHS, or used to create content identifying or associated with the School’s business operations. Employees should consult a supervisor or a human resources manager if they have questions or concerns related to this policy.

An “electronic communication” is any digitally- or electronically stored or transferred information using an electronic device, and includes use of computers, email, internet, telephones, fax machines, and any other electronic device. All electronic communications and information an employee may create on ECRCHS premises or otherwise on behalf of ECRCHS are the sole property of ECRCHS, not the employee, and should only be created or used for the School’s best interests and never for personal use. This includes all digital files, software, and hardware an employee may create. Employees have no right to privacy in their electronic communications created on behalf of ECRCHS or using ECRCHS property.

ECRCHS has the right to override personal passwords in order to gain access to digitally stored information owned by ECRCHS. ECRCHS may also keep a record of the passwords used to gain access to ECRCHS’ electronic communications. Employees should take care to not transmit or store their own sensitive personal information using or on ECRCHS property. ECRCHS routinely monitors employee use of its electronic devices. ECRCHS may access all ECRCHS-owned electronic communications, including emails, internet posts, text messages, voicemails, blogs, and “tweets.” Employees will be subject to discipline if found to be using or creating ECRCHS-owned electronic communications or devices in an inappropriate or illegal manner.

Employees may only access the School’s electronic communications and devices that they have been granted access to. This means employees may not access electronic communications restricted to management, other employees, or third parties without prior authorization.

Employees must use the School’s electronic communications and devices in strict compliance with the confidentiality policy described herein. Take care not to disclose confidential information to inappropriate persons or without authorization via the

School's electronic communications or devices, especially when sending emails to outside parties. ECRCHS may use its electronic communications and devices according to the needs of the business and applicable law.

The School's electronic communications and devices may not be used to create or display anything that might disparage or negatively impact the School's public image or reputation or that would otherwise be contrary to the School's best interests. In addition, employees using the School's electronic communications and devices are prohibited from the following:

- Engaging in discriminatory, harassing, obscene, or illegal conduct;
- Engaging in copyright, trademark, or other intellectual property infringement;
- Accessing electronic communications that an employee is restricted or prohibited from accessing; or
- Otherwise violating ECRCHS policy.

Employees may only use the School's electronic communications or devices for business purposes, not personal use. Accessing internet websites not for business purposes or accessing personal email during work is prohibited. Additionally, employees may not install personal software on ECRCHS electronic devises or systems. Employees may only use their personal electronic devices while on break. Note that illegally duplicating ECRCHS software may result in civil liability against employees and ECRCHS.

Employees should not use personal devices or email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's ECRCHS email account.

Employees must also take care to not use the School's electronic communications or devices in any way that disrupts the ability of others to use them. Employees should be wary of suspicious emails, emails from unknown parties, and pop-ups and downloads from sites that are not trusted. Employees should contact a manager if they become aware of any virus on a ECRCHS device or think they may have downloaded a virus accidentally.

~~4.21~~4.24 Social Media

Utilization of social media is a powerful way to market ECRCHS, influence its reputation, and engage with the community and public at large. While we encourage employee support of ECRCHS through the use of social media, employees should use sound judgment when deciding whether or not a post or social commentary is in the best interest of ECRCHS.

Social media refers to any social interaction via the internet or similar platforms, such as Snapchat, YouTube, Facebook, Twitter, LinkedIn, Instagram, TikTok, blogs, forums, and other online communities or sites accessible to the public or outside parties. When using social media employees should conduct themselves in a professional and courteous manner at all times and respect the views of others, as your statements may reflect on the School's reputation and public image. Employees should

take care to distinguish any personal opinions they may have from those of ECRCHS. For instance, by inserting, "The opinions I have included here are my own and do not necessarily represent the opinions of my employer," into an employee's social media account's biography section. Employees are prohibited from creating content on social media that could be considered discriminating, harassing, or obscene, or that may damage the School's reputation or public image. Employees are prohibited from posting photos of students without the approval of the students' parents/guardians. Employees also may not use social media for personal use during work. ECRCHS may monitor employee use of social media and may ask an employee to delete or change any ECRCHS-related content found to be inappropriate or not in the School's best interest.

Employees are also prohibited from representing themselves as official representatives or agents speaking on behalf of the School, including by creating social media sites or content that uses the ECRCHS name or any portion thereof, without the express written approval of administration. By way of example only, employees may not create a Facebook page titled "El Camino Real News" in order to disseminate and publish their own opinions and viewpoint. Violation of this provision may lead to discipline, up to and including termination of employment.

~~4.22~~4.25 Personal Phone Calls and Cell Phone Use

Making personal phone calls or using a cell phone during work can be disruptive to others and interferes with employee productivity. Therefore, employees should not make personal phone calls or use their cell phones during work except during breaks, emergencies, or on rare occasion to handle pressing personal matters. ECRCHS retains the right to outright prohibit all personal calls and cell phone use and supervisors may prohibit personal calls for individual employees who abuse the privilege.

Employees should keep their cell phones silenced or on low volume at all times during work so that you do not disturb others. When making personal calls, employees should keep their voice at a low volume and move away from others if possible.

Any employee who receives an ECRCHS-issued cell phone must not use it to make personal calls. ECRCHS- issued cell phones will remain the School's exclusive property and must be returned at the end of employment.

~~4.23~~4.26 ECRCHS Equipment and Property

Any equipment that ECRCHS issues to employees will remain the School's sole property and must be returned promptly at the end of employment. ECRCHS-issued equipment may include cell phones, laptops, vehicles, and other items. Employees are responsible for performing regular maintenance, following all operating instructions and safety guidelines, and not damaging or destroying any ECRCHS equipment or property an employee receives or uses during the course of their employment. Employees should notify their supervisor immediately if they discover any ECRCHS equipment or property that is damaged, defective, hazardous, or in need of repair. Employees should ask their supervisor if they have questions or concerns regarding proper operation or maintenance of ECRCHS equipment or property.

Employees who handle ECRCHS equipment or property improperly, negligently, or in an unsafe manner may be disciplined, and employees may be required to reimburse ECRCHS for damages they cause directly or in directly to ECRCHS property.

~~4.24~~4.27 Parking

Employees may park in the faculty lot or on the streets around the School where parking is legal. Employees are not to loiter, litter, smoke, play radios, etc., in the parking lot or surrounding streets. Employees 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; employees 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.

~~4.25~~4.28 Solicitations in the Workplace

Soliciting for causes and distributing non-work-related materials in the workplace may cause disruptions and interfere with productivity. Employees and nonemployees are prohibited from solicitation and distributing or posting literature or other materials in the workplace without prior authorization. This includes things such as requesting donations and funds, selling products or services, gathering signatures, promoting organizations, posting on bulletin boards, sending non-work-related emails, and posting solicitations on ECRCHS online spaces. ECRCHS may make limited exceptions to this policy for charitable activities, community organizations, or ECRCHS-sponsored events and organizations.

SECTION V - Employee Benefits

5.1 Benefits Generally

In addition to benefits required by state and federal law, full-time employees (as defined above) may become entitled to a range of benefits offered by ECRCHS. ECRCHS reserves the right to alter, supplement, amend, or end employee benefits at any time. Official benefits plans and documentation contain many terms and conditions. The policy below is only intended to outline general guidelines and procedures ECRCHS follows with regard to its benefits. However, specific benefits are governed by ECRCHS plan documents and other official benefit documentation, which is controlling over this policy, and any statement in the below policy that contradicts or does not align with official benefit documentation shall be considered void. Therefore, employees should be sure to consult official documentation specific to benefits and/or a supervisor if they have any related questions or concerns.

Eligibility for benefits that ECRCHS may offer is contingent on many factors including employee status and performance as well as ECRCHS performance and profitability. Employees should speak to their supervisor or Human Resources if they are unsure as to which benefits they are or may become eligible to receive.

5.2 STRS/PERS

Certificated Employees: STRS

All eligible certificated employees (as defined by law) will participate in the State Teachers' Retirement System ("STRS"). Employees will contribute the required employee percentage, and ECRCHS will contribute the employer's portion. All withholdings from employees and from ECRCHS will be forwarded to the STRS fund as required. Employees will accumulate service credit years in the same manner as all other members of STRS. STRS contributions will be reported through LACOE.

Classified Employees: PERS

All classified employees (as defined by law) will participate in the Public Employees' Retirement System ("PERS"). Employees and ECRCHS will contribute the required rate as designated by PERS. All withholdings will be forwarded to the PERS fund as required. Employees will accumulate service credit years in the same manner as all other members of PERS. Social Security payments will be contributed for all qualifying PERS members.

Other Employees

If eligible and economically feasible, ECRCHS will continue to participate in the Public Agency Retirement System ("PARS") for employees who are not eligible to participate in PERS/STRS.

~~5.2~~5.3 Medical and Dental Insurance

An employee is eligible to receive medical insurance if the employee is a regular employee working for the School at least thirty (30) hours per week. Employees may also become eligible to receive dental insurance.

These benefits are governed by the official benefit documentation plans and are the same as those benefits offered to the teaching staff. Employees should contact Human Resources to review the plans should they have any questions or concerns regarding eligibility or coverage.

Employees who go from part-time to full-time employment become eligible for full benefits on the first day of the month following the effective date of the change.

~~5.3~~5.4 COBRA

When coverage under the School's health plan ends, employees or their dependents may continue coverage in some situations.

When coverage under the School's medical and/or dental plans ends, employees or their dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage – the employee contribution and the School's previous contribution plus a possible administrative charge.

Medical coverage for an employee, his/her spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

- Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making an employee ineligible for the plan.

This eighteen (18) month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18) month period may also be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

An employee's spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

- The employee dies while covered by the plan;
- The employee and his/her spouse become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but his/her spouse has not yet reached age sixty-five (65); or
- The employee's dependent child reaches an age which makes that person ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

ECRCHS will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorces or legally separates, dies, or when a dependent child no longer meets the eligibility requirements, the employee or a family member is responsible for

notifying the School within thirty (30) days of the event. ECRCHS will then notify the employee or his/her dependents of the employee's rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or his/her spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee's spouse or child, as applicable) may have;
- ECRCHS stops providing group health benefits;
- The employee (or the employee's spouse or child) become entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the employee is no longer disabled.

~~5.4~~5.5 Workers' Compensation

ECRCHS, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure employees receive any worker's compensation benefits to which they may be entitled, they will need to:

- Immediately report any work-related injury to Human Resources;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to Human Resources; and
- Provide the School with a certification from a health care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from the leave.

It is the School's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. ECRCHS, with the help of its insurance carrier, has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of Emergency Medical Services ("EMS") such as an ambulance, the choice by the EMS personnel for the most

appropriate medical center or hospital for treatment will be recognized as an approved center.

- All accidents and injuries must be reported to Human Resources and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's approved medical center for evaluation. All job-related injuries will be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

~~5.5~~5.6 State Disability Insurance

Classified employees may become eligible to qualify for disability insurance offered through the State of California. This provides employees with supplementary income in the event that they suffer an illness or accident resulting in a disability that prevents them from performing their job.

The California Employment Development Department ("EDD") is solely responsible for determining eligibility for state-issued disability benefits. Employees should contact the EDD if they have any questions or concerns regarding disability benefits.

~~5.6~~5.7 Social Security

Classified employees and ECRCHS contribute to the federal government's Social Security Program. This program is designed to provide employees with benefits when they retire, become disabled, or are unemployed. Employees should contact the ~~Business Office~~Payroll if they have any questions or concerns regarding Social Security contributions.

~~5.7~~5.8 Unemployment Insurance

ECRCHS pays taxes toward unemployment insurance in accordance with federal and state law. This provides employees with supplemental income should they become unemployed through no fault of their own and also meet certain other eligibility requirements.

The EDD is solely responsible for determining eligibility for unemployment insurance. Employees should contact the EDD if they have any questions or concerns regarding unemployment insurance.

~~5.8~~5.9 Flexible Spending Account

Eligible employees who wish to do so may set up flexible spending accounts ("FSA"). These are accounts regulated under IRS Code Section 125 that allow employees to withhold a portion of their salary on a pre-tax basis to cover the costs of: medical, dental, and vision insurance; qualifying insurance premiums; co-payments; out-of-Pocket insurance expenses; dependent care expenses, such as daycare; and other qualifying expenses.

If enrolled, employees will be able to specify the amount they wish to deduct from their salary to contribute to an FSA. Salary contributions to a health FSA are set by statute; they are indexed for inflation and may change from year to year. Employees should contact Human Resources for the maximum amount allowed. Employees will forfeit any unused funds remaining in their FSA at the end of the plan year. Employees should contact ~~the Business Office~~ Human Resources to review the official benefit documentation plan or if they have any questions or concerns regarding eligibility.

~~5.9~~5.10 Tuition Reimbursement

The tuition reimbursement program aims to encourage non-teaching staff to gain new workplace skills. In order to be eligible for tuition reimbursement, all classes must be pre-approved for reimbursement prior to a reimbursement submission and ideally prior to enrollment if the intention is to receive reimbursement for the cost of an educational program, courses, or classes. Tuition will be subsidized at the following rates for staff who do not receive additional compensation tied to units when s/he takes approved courses in education, business, or technology.

ECRCHS offers the following:

- 100% of the cost of tuition for up to one (1) class per quarter (for a total of four (4) courses per year)at UCLA Extension. As ECRA has a special agreement with UCLA Extension, ECRA pays for these classes directly and there is no employee reimbursement required.
- $700/class for non-UCLA Extension courses with a $1,400 cap for anyone (1) academic period and a $2,800 cap per calendar year. Employees must submit an expense report with supporting documentation (e.g., tuition bill).

All classes must be taken for a letter grade or pass/fail. A grade must be provided at the end of the course. A grade other than “C” or better, a “Pass,” or the failure to report a grade, will prevent the employee from taking another subsidized class for twelve (12) months.

~~5.10~~5.11 Retiree Benefits

ECRCHS is committed to maintaining a retiree health benefits program (understanding that some possible modifications may need to occur to the requirements regarding the eligibility of future employees depending on the funding model and size of ECRCHS, as well as actuarial projections). To that end, ECRCHS has created an irrevocable trust to ensure future coverage of retiree health benefits similar to or better than contemporaneous benefits offered by LAUSD to its retirees during the same period. For a full description of benefits and eligibility criteria, please contact ~~the Business Office~~Human Resources.

SECTION VI - Time Off, Leaves of Absence, and Work Calendars

6.1 Work Calendar

The number of days worked per year varies by employee based on job duties and categorization. Employees who are unsure or unclear of their days worked per year should contact Human Resources to request clarity.

6.2 Holiday Time Off

Most employees will receive fourteen (14) paid holidays per year. To receive a paid holiday, an employee must be in paid status both before and after the occurrence of a holiday.

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- ~~Cesar Chavez Day~~ Farmworkers Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Two (2) other holidays to be scheduled at the discretion of ECRCHS.

Eligible employees will receive pay for time off during these holidays calculated at each employee's base pay rate multiplied by the number of hours the employee would have worked if not absent. ECRCHS may require employees to work on observed paid holidays, as needed. Eligible nonexempt employees who are approved to work on the School's observed paid holidays will be paid at their normal base pay rate for hours worked in addition to receiving holiday pay. ECRCHS will provide employees with prior notice of the dates designated for the additional, School-assigned holidays. ECRCHS will observe any holidays that may fall on a weekend on the closest business day either preceding or following such holiday. When possible, ECRCHS will attempt to make reasonable accommodations for employees who request time off to observe other religious holidays, including possibly allowing substitution of vacation leave or unpaid personal leave.

6.3 Requesting Leave

ECRCHS' operations rely on having a dependable and consistent workforce. However, the School understands that circumstances will sometimes require employees to take time off work. Eligible employees are entitled to various types of leave that are either mandated by law or offered by ECRCHS on a discretionary basis. Unless a specific type of leave in this policy provides a different notice time or otherwise required by law, employees must provide at least **ten (10) days' advance notice** prior to taking planned leave. If the need for leave is unforeseeable, employees

must give notice as soon as possible under the circumstances.

Employees must properly submit all requests for leave within the notice period required and receive authorization prior to taking the time off work. Unless required to authorize the leave by law, ECRCHS will grant leave requests based upon ECRCHS needs and its ability to absorb the missed work. Unless otherwise noted or required by law, regular full and part time employees who receive paid time off will be paid at their normal base pay rate for the hours absent. If an employee is unsure as to which types of leave, they are eligible to receive, they should consult ~~the~~ with ~~Business Office.~~Human Resources.

6.4 Vacation Leave

The amount of vacation leave an employee receives (based upon work calendar) is based on the employee's years of service at ECRCHS and the employee's employment status. Accrual of vacation leave is set forth in the applicable employment agreement or offer letter.

Vacation leave will be paid at an employee's base pay rate multiplied by the number of hours the employee would have worked if not absent. Unused vacation leave remaining at the end of the year will be carried over to the following year. Vacation days may be carried over up to one-and-a-half times the annual rate; when the maximum is reached, vacation days will no longer accrue until vacation time is used. When some vacation is used, vacation compensation will begin to accrue again. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap. Vacation time must be taken by eligible employees in minimum increments of one (1) hour.

In the event that a holiday occurs during an employee's scheduled vacation leave, that day will be treated as holiday time off instead of vacation leave. Upon proper notice and request, ECRCHS may approve employee requests for unpaid vacation leave. ECRCHS will try to accommodate requests for vacation leave when possible, but ECRCHS has the right to deny any requests that may interfere with or negatively impact its operations. Employees will be paid for any accrued unused vacation leave remaining upon termination.

6.5 Sick Leave

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, ECRCHS offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings), or a designated person (i.e., a person identified by the employee at the time the employee requests sick leave) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees are limited to one (1) designated person per twelve (12) month period. Employees may also take paid sick leave to receive medical care or other assistance to address qualifying acts of violence, including but not limited to domestic violence, sexual

assault, or stalking, that are committed against themselves or a family member.

Additionally, paid sick leave may be used by employees who are victims or family members of victims of specified crimes to attend judicial proceedings. Paid sick leave may also be used to serve on a jury or when ordered by a court or subpoenaed to testify in court as a witness.

Paid sick leave is available to all salaried and hourly ECRCHS employees. Eligible employees shall accrue sick leave as follows:

- Full-time employees working twelve (12) months per year may accrue up to thirteen (13) sick days per year. Unused, accrued sick leave for these employees shall carry over from year-to-year.
- Any full-time employee working less than twelve (12) months per year will accrue .05 sick hours per hour worked, including vacations, holidays (overtime). Unused, accrued sick leave for these employees shall carry over from year-to-year.
- Part-time employees will accrue one (1) hour of sick time for every thirty (30) hours worked and may accrue up to 48 hours per year. Accrued and unused paid sick leave may carry over to the following year of employment and will be capped at eighty (80) hours.

Any additional sick time taken outside of this annual allotment will be compensated at half pay, up to a maximum of one hundred (100) sick days including the original allotment.

- Example: Sarah is a full-time employee who works twelve (12) months a year. She receives thirteen (13) sick days per year but must be absent from work for one hundred ten (110) days during the year due to an unforeseen illness. Per the School's sick leave policy, Sarah will receive full payment for the first thirteen (13) days, fifty (50%) of total payment for the next eighty-seven (87) days, and no payment for the remaining ten (10) days of her absence.

Employees cannot use paid sick leave until the sixtieth (60th) calendar day following the employee's start date. Full-pay sick leave benefits must be used before available half-pay benefits may be used. Sick leave must be taken by eligible employees in minimum increments of one (1) hour. No employee will receive pay in lieu of sick leave under any circumstances, and employees will not be paid for any accrued but unused sick leave upon separation from employment. In the event that a holiday occurs during an employee's sick leave, that day will be paid as holiday time off instead of sick leave.

Reasonable documentation of the employee's illness and/or medical certification of the employee's fitness to return to work satisfactory to ECRCHS may be required before the School honors any sick leave requests. Inability or refusal to provide such documentation is cause for ECRCHS to deny a sick leave request. ECRCHS will not tolerate abuse or misuse of an employee's sick leave privilege.

Employees may request paid sick days either in writing or verbally. Upon proper notice and request, ECRCHS may approve employee requests for unpaid sick leave. Upon return from a paid leave, the employee must submit a completed Absence Form (or its equivalent) within twenty-four (24) hours of return. Failure to submit the completed Absence Form will result in a written and/or electronic reminder. Failure to submit the completed Absence Form within twenty-four (24) hours of the reminder, will result in the leave being designated as "unpaid," and the employee will not be compensated for the date(s) in question.

6.6 Personal Necessity Leave

There may be times when it is necessary to be absent from work for reasons other than those covered by other leave provisions. To this end, ECRCHS provides its full-time employees with up to six (6) days a year for personal necessity leave ("PNL") time. Note that PNL days taken are charged against sick leave time. However, if an employee has used their allotment of full pay sick leave, requests for PNL may be denied by the employee's supervisor.

An employee may use PNL when the gravity of the situations described below require the personal attention of the employee during assigned hours of service:

- Death of a close friend or relative not covered under Bereavement Leave;
- Death of a member of the employee's immediate family, when time in excess of that provided by Bereavement Leave is required;
- Serious illness of a member of the employee's immediate family;
- Accident involving the employee's person or property or the person or property of a member of the employee's immediate family;
- Birth of a child of the employee, or adoption of a child by the employee (includes child of cohabitant who is the equivalent of a spouse);
- Religious holiday of the employee's faith;
- Imminent danger to the home of the employee occasioned by a disaster such as flood, fire, or earth quake;
- An appearance of the employee in court as a litigant. Each day of necessary attendance as a litigant must be certified by the clerk of the court. The employee must return to work in cases where it is not necessary to be absent the entire day;
- An appearance of the employee in court or governmental agency as a non-litigant witness under subpoena. A copy of the subpoena must be provided. In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the School. The employee must return to work in cases where it is not necessary to be absent the entire day;
- Attendance at the classroom of the employee's own child or ward and meeting with the School administrator because of suspension as required by Education Code § 48900.1;
- Up to four (4) hours of paid leave and up to thirty-six (36) hours of unpaid leave for attendance at the School of the employee's own child, ward, or grandchild for purposes of a School activities leave provided by Labor Code § 230.8. This leave shall not exceed a total of eight (8) hours per calendar month, or forty (40) hours per School year. The employee must notify the immediate supervisor at least five (5) working days prior to the absence.

If it is necessary to request PNL, the employee must notify the supervisor at the earliest possible opportunity. PNL, however, will not be granted during a vacation or other leave of absence, nor will it be granted during a strike, demonstration, or other such work stoppage. Employees will be required to sign and file a statement explaining the nature of the necessity before it is approved; in those instances where the need for PNL was unexpected, an employee must submit a written statement as soon as possible after the need arises. ECRCHS reserves the right to approve or deny a request for PNL should it interfere with or negatively impact its operations.

Upon return from a paid leave, the employee must submit a completed Absence Form (or its equivalent) within twenty-four (24) hours of return. Failure to submit the completed Absence Form will result in a written and/or electronic reminder. Failure to submit the completed Absence Form within twenty-four (24) hours of the reminder, will result in the leave being designated as "unpaid," and the employee will not be compensated for the date(s) in question.

6.7 Family Care and Medical Leave

This policy explains how the School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA leave in any twelve (12) month period for the purposes enumerated below.

- Employee Eligibility Criteria

  To be eligible for FMLA/CFRA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the leave and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles (except for purposes of CFRA where the threshold is five (5) employees).

- Events That May Entitle an Employee to FMLA/CFRA Leave

  The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA/CFRA allowance includes any time taken (with or without pay) for any of the following reasons:

  1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.

  2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of the employee's job (other than a disability caused by pregnancy, childbirth, or related medical

conditions, which is covered by the School's separate pregnancy disability policy).

a. A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.

b. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

c. "Incapacity" means the inability to work, attend School, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.

3. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a parent-in-law, grandparent, grandchild, sibling, or designated person for CFRA purposes. "Designated person" refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship. Employees are limited to one (1) designated person per twelve (12) month period.

4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member

5. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.

- Amount of FMLA/CFRA Leave Which May Be Taken

1. FMLA/CFRA leave can be taken in one (1) or more periods but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for anyone, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve (12) of the employee's normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.

2. In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the service member.

3. The "twelve-month period" in which twelve (12) weeks of FMLA and CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.

4. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the School's business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School's activities have ceased do not count against the employee's FMLA/CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1)week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

- Pay during FMLA/CFRA Leave

1. An employee on FMLA/CFRA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.

2. An employee on FMLA/CFRA leave for baby-bonding to care for a qualifying family member with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.

3. If an employee has exhausted his/her sick leave, leave taken under FMLA or CFRA shall be unpaid leave.

4. The receipt of sick leave pay or State Disability Insurance and/or Paid Family Leave benefits will not extend the length of the FMLA or CFRA leave. Sick pay accrues during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.

- Health Benefits

The provisions of the School's various employee benefit plans govern continuing eligibility during. FMLA/CFRA leave, and these provisions may change from time to time the health benefits of employees on FMLA/CFRA leave will be paid by the School during the leave at the same level and under the

same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA/CFRA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

ECRCHS may recover the health benefit costs paid on behalf of an employee during his/her FMLA/CFRA leave if:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave" if he/she works less than thirty (30) days after returning from FMLA/CFRA leave; and

2. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA/CFRA leave, or other circumstances beyond the control of the employee.

- Seniority

An employee on FMLA/CFRA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA leave will return with the same seniority he/she had when the leave commenced.

- Medical Certifications

1. An employee requesting FMLA/CFRA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School's request for certification) may result in denial of the leave request until such certification is provided.

2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee's health care provider to authenticate a certification as needed.

3. If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may

request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.

4. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

- Procedures for Requesting and Scheduling FMLA Leave

1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to Human Resources. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA/CFRA leave policy.

2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.

3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.

4. If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family members the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.

5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.

6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which is the employee is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.

7. The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request

is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- Return to Work

1. Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave.

2. When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).

3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.

4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Employment during Leave

No employee, including employees on FMLA/CFRA leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without the School's written permission will be deemed to have resigned from employment at the School.

6.8 California Paid Family Leave

The California Paid Family Leave ("PFL") insurance program is administered by the California Employment Development Department ("EDD") and provides up to eight (8) weeks of paid leave to care for a seriously ill child, spouse, parent, or registered domestic partner, or to bond with a new child. Employees should contact the EDD if they have any questions regarding your eligibility for PFL and the amount of benefits they may receive.

6.9 Paid Child Care (Bonding) Leave:

Child Care leave (also referred to as "baby-bonding" or "bonding leave") refers to leave for the reason of the birth of a child of the employee, or the placement of a child with an employee in

connection with adoption or foster care of the child by the employee. Child Care leave runs concurrently with FMLA/CFRA leave time.

Employees must have completed at least one (1) full year of service with the School and meet all applicable eligibility requirements for baby-bonding leave under the Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), as applicable. A "full and complete of service" is defined as active, full-time service for at least seventy-five percent (75%) of the employee's assigned work days (pursuant to their basis and the work calendar for their position) in a school year (July through June).

Eligible employees may take up to twelve (12) weeks of paid Child Care leave during the first year following the birth or placement of a child with the parent through adoption or foster care. The first six (6) weeks of the leave shall be fully paid by ECRA. If the leave extends beyond six (6) weeks, employees may use available full pay illness leave for up to the remainder of the twelve (12) weeks of the Child Care leave. If full pay illness leave is exhausted, employees may use half-pay up to the remainder of the twelve (12) weeks. If half-pay is exhausted, or if the leave extends beyond the twelve (12) weeks, the Child Care leave shall be unpaid.

Child Care leave does not have to be taken in one continuous period of time. The minimum duration of the leave shall be two (2) weeks. In order to support continuity of operations and minimize disruption to School programs and services, an employee utilizing Paid Child Care Leave on an intermittent basis may be required to return to active service for a minimum of two (2) consecutive workweeks before utilizing an additional period of Paid Child Care Leave. Nothing in this provision is intended to limit or interfere with an employee's rights to take leave under the FMLA, CFRA, or other applicable law. Exceptions may be made at the sole discretion of the Executive Director based on compelling personal circumstances. A workweek is a week in which the employee is normally scheduled to work.

~~6.9~~6.10 Pregnancy Disability Leave

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each ~~female~~ pregnant employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time ~~a woman~~the employee is ~~actually~~ personally disabled by pregnancy, childbirth, or related medical conditions. This policy also explains how the School complies with applicable law related to paid pregnancy disability leave for school employees.

- Employee Eligibility Criteria

  To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

- Events That May Entitle an Employee to Pregnancy Disability Leave

The four (4) month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of ~~her~~ their job without undue risk to ~~herself~~themselves, the successful completion of ~~her~~ their pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or

2. The employee needs to take time off for prenatal care.

- Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four (4) months total. "Four months" means the number of days the employee would normally work within four (4) months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 1/3 weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, "four months" means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks). For an employee who normally works forty-eight (48) hours per week, "four months" means 832 hours of leave entitlement (48 hours per week times 17 1/3 weeks).

At the end or depletion of an employee's pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

- Pay during Pregnancy Disability Leave

1. Effective January 1, 2027, pregnancy disability leave shall be with full pay, subject to both a maximum of fourteen (14) weeks and coordination with state disability insurance benefits, as applicable. Substitute and temporary employees are not eligible for paid leave.

2. For part-time employees, the amount of paid leave per week, subject to both

a maximum of fourteen (14) weeks and coordination with state disability insurance benefits, as applicable, shall be as follows:

- If the part-time employee works a fixed number of hours per week, the employee shall receive weekly pay for the total number of hours the employee is normally scheduled to work.
- If the part-time employee does not work a fixed number of hours per week, the employee shall receive weekly pay in an amount equaling the employee's average weekly pay during the six (6)-month period immediately preceding the date that the employee began their paid leave.
- If the part-time employee has been employed for less than six (6) months, the employee shall receive weekly pay in an amount equaling the employee's average weekly pay during the entire period of that employment preceding the date that the employee began their paid leave.

~~2.~~3. An employee on pregnancy disability leave may use ~~all~~ accrued paid sick and vacation leave during ~~and may use any or all accrued vacation time at the beginning of~~ any otherwise unpaid portion of their leave period.

~~3.~~4. The receipt of vacation pay, sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.

~~4.~~5. Vacation and sick leave pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

- Health Benefits

ECRCHS shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12) month period. ECRCHS can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.

2. The employee's failure to return from leave is for a reason other than the following:

   - The employee is taking leave under the California Family Rights Act.
   - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
   - There is a non-pregnancy related medical condition requiring further leave.
   - Any other circumstance beyond the control of the employee.

- Seniority

An employee on pregnancy disability leave remains an employee of the School

and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, ~~she~~ they will return with the same seniority ~~she~~ they had when the leave commenced.

- Medical Certifications

  1. An employee requesting pregnancy disability leave must provide medical certification from ~~her~~ their healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.

  2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

- Requesting and Scheduling Pregnancy Disability Leave

  1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to Human Resources. An employee asking for a Request for Leave form will be referred to the School's pregnancy disability leave policy.

  2. An employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.

  3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.

  4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.

  5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which the employee is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

  6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be

counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- Return to Work

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, ~~she~~ they must be reinstated to a comparable position unless one of the following is applicable:

   a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.

   b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

   A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).

3. In accordance with ECRCHS policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from ~~her~~ their healthcare provider that ~~she is~~they are able to resume work.

4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Employment during Leave

No employee, including employees on pregnancy disability leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

6.11 Reproductive Loss Leave

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of leave upon the employee experiencing a reproductive loss event. A reproductive loss event includes any failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. Reproductive loss leave must be used within three (3) months of a reproductive loss event. Employees may take up to twenty (20) days of leave due to qualifying reproductive loss events within a twelve (12) month period. Reproductive loss leave shall be unpaid unless the employee elects to use available accrued/unused paid leave. Reproductive loss leave shall not be used in computing overtime pay.

6.12 Military and Military Spousal Leave of Absence

ECRCHS shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services or the Federal Emergency Management Agency ("FEMA") reserves who deploy to major disaster sites in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the employee's health benefits. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued vacation or paid time off as wage replacement during time served, provided such vacation/paid time off accrued prior to the leave.

ECRCHS will reinstate employees returning from military leave to their same position or one of comparable seniority, status, and pay as required by law. ~~Except for employees serving in the National Guard, ECRCHS will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if the employee left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if the employee left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.~~

An employee who was absent from work while fulfilling their covered service obligation under the USERRA or California law shall be credited, upon the return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

ECRCHS shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee

must provide the School with (1) notice of intention to take military spousal leave within two business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

6.13 Bereavement Leave

Eligible employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of bereavement leave, including up to three (3) days of paid leave, due to the death of a covered family member (spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law). In addition, if travel of more than 200 miles one way is required to attend the funeral or otherwise deal with the death of an immediate family member, an additional two (2) days' paid leave shall be granted. Bereavement leave will be paid at an employee's base pay rate multiplied by the number of hours that the employee would have worked if not absent. Employees should notify their supervisor immediately if they wish to take bereavement leave. An employee may, with the supervisor's approval, use any available vacation for additional time off as necessary. Bereavement leave must be utilized within three (3) months of the covered family member's date of death. Bereavement pay will not be used in computing overtime pay. Upon request, an employee may be required to provide documentation of the death of a covered family member.

6.14 Jury Duty

Employees are obligated to perform jury service at the request of local courts. Employees must present the questionnaire or summons notice as soon as possible to their supervisor to determine what arrangements can be made to avoid excessive work disruptions. Full pay for up to twenty (20) days is allowed while on jury service if the employee is a regular employee. As a condition for paid absence, employees must seek postponement of the jury service so that it can be performed during the employee's recess or at other times convenient for the School. Based on individual circumstances, the Executive Director may waive the twenty (20) day limit. Employees must repay ECRCHS an amount equal to the compensation they received as a juror, exclusive of mileage, for any dates that they received pay as an employee. Jury duty time off will be paid at an employee's base pay rate multiplied by the number of hours the employee would have worked if not absent. If an employee receives health insurance benefits, such benefit will normally be maintained during jury duty.

Employees must promptly report to work whenever their jury duty schedule does not conflict with their work schedule. Time off for jury duty should be reported and appropriately logged in each employee's time records. Employees should notify their supervisor that they have been selected for jury duty as soon as possible.

6.15 Voting Leave

ECRCHS encourages employees to fulfill their civic duty to vote in elections. If possible, employees must vote outside of work hours either before or after their scheduled shifts. When this is not possible due to scheduling conflicts, employees will receive up to two (2) hours of paid leave to vote. Such time off shall be taken at the

beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Voting leave will be paid at an employee's base pay rate multiplied by the number of hours the employee would have worked if not absent, up to the two (2) hour maximum. Time off to vote should be reported and appropriately logged in each employee's time records. When possible, an employee requesting time off to vote shall give the Executive Director at least two (2) days' notice.

6.16 School Appearance and Activities Leave

As required by law, ECRCHS will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of School children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per School year (up to eight (8) hours in any calendar month of the School year) to participate in activities of a child's School or child care. If more than one (1) parent or guardian is an employee of ECRCHS, the employee who first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the School requires the employee(s) appearance.

The employee requesting School leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused paid leave (e.g., vacation or sick leave) to be paid during the absence.

When requesting time off for School activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's School requesting the presence of the employee.

6.17 Bone Marrow and Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to sixty (60) workdays off in a twelve (12) month period.

To be eligible for bone marrow or organ donation leave ("Donor Leave"), the employee must have been employed by the School for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the School that the employee is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

Up to five (5) days of leave for bone marrow donation and up to thirty (30) days of leave for organ donation maybe paid provided the employee uses five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

6.18 Victims of Abuse Leave

ECRCHS provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, stalking or other crimes. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety, or welfare, or that of the employee's child or children or when a person whose immediate family member is deceased as the direct result of a crime. A crime includes a crime or public offense that would constitute a misdemeanor or felony if the crime had been committed in California by a competent adult, an act of terrorism against a resident of California (whether or not such act occurs within the state), and regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide ECRCHS with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide ECRCHS one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.

2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.

3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.

4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, ECRCHS will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact the Executive Director.

SECTION VII – Internal Complaint Review

The purpose of the "Internal Complaint Review Policy" is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Executive Director Board of Directors to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School's "Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation."

Internal Complaints (Complaints by Employees Against Employees)

This section of the policy is for use when a School employee raises a complaint or concern about a co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Executive Director or designee:

1. The complainant will bring the matter to the attention of the Executive Director as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce the complaint to writing, indicating all known and relevant facts. The Executive Director or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the Executive Director, the complainant may file the complaint in a signed writing to the Chair of the School's Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third-party investigator on behalf of the Board. The Board Chair or investigator will report the findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee's satisfaction. However, the School values each employee's ability to express concerns and the need for resolution without fear of adverse consequence to employment.

Policy for Complaints Against Employees (Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Executive Director or Board Chair (if the complaint concerns the Executive Director) as soon as possible after the events that give rise to

the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, Executive Director (or designee) shall abide by the following process:

1. The Executive Director or designee shall use their best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.

2. In the event that the Executive Director (or designee) finds that a complaint against an employee is valid, the Executive Director (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Executive Director (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.

3. The Executive Director's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

General Requirements

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.

2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.

3. Resolution: The Board (if a complaint is about the Executive Director) or the Executive Director or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

APPENDIX A

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

It is the policy of the School that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination, or retaliation.

If you are an employee of the School, you may file this form with the Executive Director or Board Chair.

Please review the School's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.

ECRCHS will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.

In signing this form below, you authorize the School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the School will be able to address your complaint to your satisfaction.

Charges of harassment, discrimination, and retaliation are taken very seriously by the School both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name:_____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe harassed, or discriminated or retaliated against, you or someone else:

_____

_____

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 acknowledge that I have read and that I understand the above statements. I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

_____ Date:

Signature of Complainant

_____

Print Name

Received by:_____ Date: _____

APPENDIX B

INTERNAL 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 the School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

_____ Date: _____

Signature of Complainant

_____

Print Name

To be completed by School:

Received by: _____ Date: _____

APPENDIX C

EL CAMINO REAL CHARTER HIGH SCHOOL
WORKPLACE VIOLENCE REPORTING FORM

This form should be used to report any incidence of workplace violence that any employee of ECRCHS witnesses at the workplace or any work-related event. Employees are required to report any workplace violence they witness and will not be subject to any retaliation for reporting workplace violence.

"Workplace Violence" includes but is not limited to the following: (i) the threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma or stress, regardless of whether the employee sustains an injury; (ii) an incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury; (iii) the following four workplace violence types:

- ***Type 1****: violence committed by a person with no legitimate business at the worksite;*
- ***Type 2****: violence directed at employees by students, parents, contractors, volunteers, or visitors;*
- ***Type 3****: violence against an employee by a present or former employee, supervisor, or manager;*
- ***Type 4****: violence committed in the workplace by a person who does not work there but has or is known to have had a personal relationship with an employee.*

"Workplace Violence" does not include lawful acts of self-defense or defense of others.

If you have witnessed a workplace violence incident, please enter as much of the following information as you can:

Date of Report: _____ **Date(s) of Incident:** _____
Reporter's Name: _____
Reporter's Job Title: _____
Reporter's email address or telephone number: _____
Victim Name(s) (if other than Reporter): _____
Victim's Job Title (If other than Reporter): _____
Victim's email address or telephone number: _____
Approximate Place of Incident: _____
Approximate Time of Incident: _____
Narrative Description of Workplace Violence Incident: _____
_____
_____
_____
_____
Type of Workplace Violence (see definitions above): _____
Name, Description, or other information about Perpetrator(s): _____
_____
_____

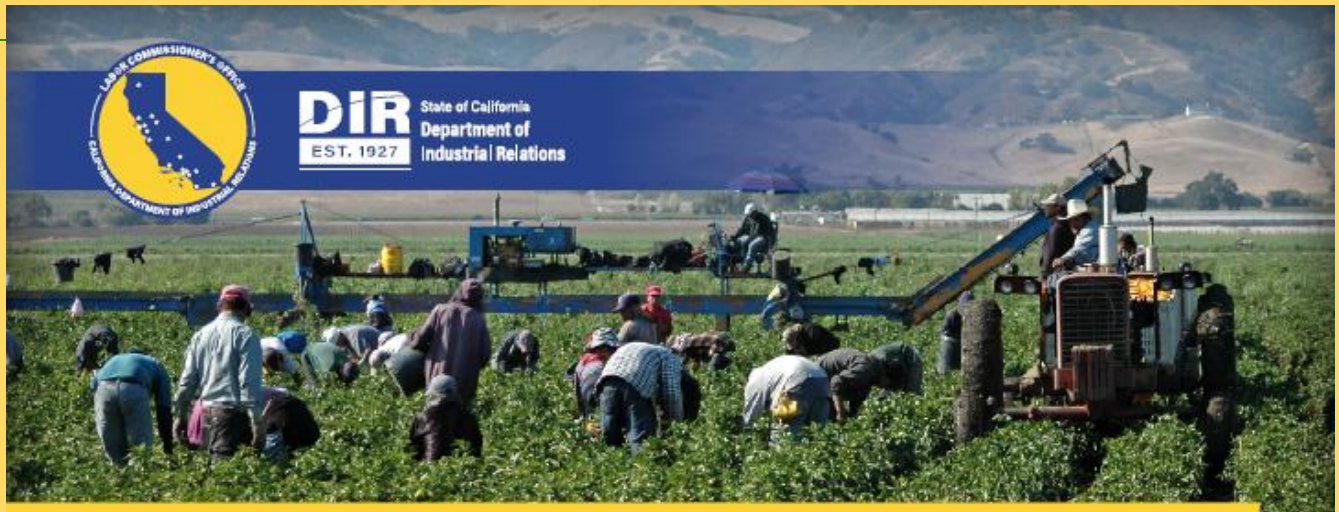
Thank you for submitting this information. You may be contacted by administration to provide further information. Please sign below to verify the accuracy of the information provided on this form.

_____
Reporter's Signature

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APPENDIX D

KNOW YOUR RIGHTS



California Workplace - Know Your Rights

As a worker in California, you are entitled to know and exercise your workplace and constitutional rights. Labor laws, including but not limited to standards for wages, hours, and health and safety, apply to all workers in the state *regardless of immigration status.*

It is against the law for your employer to retaliate against you for exercising your rights, including:

- Filing a complaint with the Labor Commissioner, Cal/OSHA, the Civil Rights Department, or another government agency.
- Asking about your employer's compliance with federal, state, or local law.
- Talking with others about their rights or helping them exercise their rights under federal, state, or local law.

Examples of illegal retaliation include firing you, reducing your work hours, or threatening to report you or a relative to immigration authorities because you exercised your rights.



Workplace Protections Related to Immigration Status

Your right to Notice of Immigration Inspections *(Labor Code § 90.2)*

If your employer receives notice of an upcoming immigration agency's inspection of I-9 Employment Eligibility Verification forms or other employment records, your employer must post a notice informing workers and their union representative, if applicable, within 72 hours of receiving that notice.

PAGE 1

Your protections against unfair immigration-related practices *(Labor Code §§ 1019-1019.2)*

Under California law, it is unlawful for employers to retaliate against you or threaten immigration-related action when you exercise your rights. An employer is prohibited from taking any of the following actions because you exercised your rights:

- Refusing to accept identification documents during the I-9 process (proof of ID and federal permission to work) that appear to be genuine.
- Using E-Verify in a way not required or authorized by law.
  - For example, using E-Verify to reverify employment eligibility for an employee when not legally required to do so or screening only specific workers rather than all workers in a workplace without a legitimate basis for doing so.
- Reporting or threatening to report you or your family to immigration authorities.
- Filing or threatening to file any false report to the police or a state or federal agency.



Your right to designate an emergency contact *(Labor Code § 1555)*

Your employer **must** allow you to provide them with emergency contact information and to indicate if you want the emergency contact to be notified if you are arrested or detained at work. If you are arrested or detained at work and your employer has knowledge of it, they **must** notify your designated emergency contact if you choose that option.



Your right to organize a union or engage in protected activity in the workplace

Most employees in California have the right to organize, join, or participate in union activities. Employees also have the right to jointly act with co-workers to address work-related issues and concerns to improve working conditions or for the purpose of collective bargaining. **This means you have the right to join with coworkers to request better working conditions or raise work-related concerns, including about wages, hours, health and safety, and other terms of employment.** You also have the right to not participate in union activities or protected activities. It is illegal for your employer to:

- Interfere with or discourage your union activity or protected activities.
- Threaten you, or retaliate or discriminate against you, because of your union support or protected activities.



Your rights when interacting with law enforcement, including immigration agents, in the workplace

California workers have certain rights and protections under the U.S. Constitution, ***regardless of their immigration status***, including when law enforcement (including a federal immigration agent) approaches you. In addition, under California law, state and local law enforcement cannot assist federal agencies such as ICE with immigration enforcement in most circumstances.

Your right to be free from unreasonable searches *(U.S. Constitution, 4th Amendment)*



- If law enforcement, including immigration agents, ask if they can search you or your personal belongings, unless they have a judicial warrant specifically authorizing a search of your person or your personal belongings, you have the right to say no.
- If the officer conducts the search, even if you say no – remain calm, do not physically resist, and do not run.

Law enforcement can enter *public areas* without a warrant. Public areas may include a lobby, waiting room, public dining area, or parking lot of a workplace. In most circumstances, law enforcement needs a judicial warrant, signed by a judge, to enter *non-public areas* of your workplace without consent. Non-public areas may include a breakroom, employee restroom, workspace, or any area marked as employees only. Administrative forms, such as an I-200 or I-205, are not a judicial warrant.



In California, your employer is prohibited from providing voluntary consent to an immigration enforcement agent to enter *non-public* areas of the workplace. Without a judicial warrant, your employer must refuse entry to immigration enforcement to *non-public* areas of the workplace.

More detailed information can be found in the DOJ's and LCO's joint Immigrant Worker Protection Act FAQ (https://oag.ca.gov/system/files/media/ab450-faqs.pdf).

Your right to be free from unreasonable seizures *(U.S. Constitution, 4th Amendment)*

- You are protected against unreasonable seizures, which includes detaining or arresting you.
- Law enforcement must have a reasonable suspicion of wrongdoing before they can stop and question or search you. You can ask "Am I being detained?" or "Am I free to leave?" If the officer says that you are not being detained or you are free to leave, then you can walk away calmly.
- An arrest requires probable cause and occurs when a person is taken into custody by law enforcement officers.
- Law enforcement agents do not need a judge-signed warrant to arrest someone in public.
- You have the right to speak to a lawyer if you are arrested. You may be pressured to sign documents. You do not have to sign anything without speaking to an attorney.

Your right to remain silent *(U.S. Constitution, 5th Amendment)*



- Anything you say to law enforcement officers can be used against you in court.
- You have the right to remain silent, even if you are asked about your immigration status.
- If you wish to remain silent, clearly state so, request to speak with an attorney **and then remain silent.**
- Do not provide false information, false identification, or false documents to an officer. Providing false documents is a federal offense and may carry severe immigration consequences for noncitizens.

Your right to record interactions with law enforcement in public spaces under the 1st Amendment

The public has the right to observe and record officers and government officials carrying out their duties in public. If you choose to record, you should stand a safe distance away and do not interfere with the officer's actions. Physical obstruction or verbal escalation can put your safety at risk and may lead to criminal charges.

Access to legal representation

If you are arrested, you have the right to an attorney. If you cannot afford an attorney, you can get a government-appointed attorney to represent you in a criminal case.

However, if you are arrested by U.S. Immigration and Customs Enforcement (ICE) or U.S. Customs and Border Protection (CBP), which includes Border Patrol, for civil immigration violations, you have the right to consult with a lawyer, but the government is not required to provide a lawyer for you. If you are arrested by ICE or CBP, you may invoke your right to speak with an attorney before saying or signing anything. You may also ask to speak to your consulate who may provide assistance.



Workers' Compensation

You have the right to workers' compensation benefits if you are injured or become ill because of your job. The benefits provide you with medical care for your injury/illness, partially replace the wages you lose while you are recovering, and help you return to work. For additional information, visit www.dir.ca.gov/dwc/ or call 1-800-736-7401.



Who can I contact if I believe my rights have been violated?

If you believe your rights have been violated, below is a list of government agencies where you can seek assistance:

California Department of Industrial Relations (DIR):

California Labor Commissioner's Office (LCO)

Information: (833) LCO-INFO (833-526-4636)
Immigration helpline: (855) 526-7775
www.dir.ca.gov/dlse/

California Division of Occupational Safety and Health (Cal/OSHA)

(833) 579-0927
https://www.dir.ca.gov/dosh/

California Division of Workers Compensation (DWC)

(800) 736-7401
dir.ca.gov/dwc/

Other California Agencies:

California Attorney General (AG)

(800) 952-5225
www.oag.ca.gov

California Civil Rights Department (CRD)

(800) 884-1684
calcivilrights.ca.gov/

California Agricultural Employees
Agricultural Labor Relations Board (ALRB)

(800) 449-3699
www.alrb.ca.gov

California Public Sector Employees and Transportation Network Company Drivers
Public Employment Relations Board (PERB)

(916) 322-3198
perb.ca.gov

Federal Agencies:

Private Sector Employees
National Labor Relations Board (NLRB):

(844) 762-6572
www.nlrb.gov

Federal Employees
U.S. Federal Labor Relations Authority (FLRA):

(771) 444-5801
https://www.flra.gov/

Railway and Airline Employees
National Mediation Board (NMB):

(202) 692-5000
https://nmb.gov/NMB_Application/

Non-Governmental Organizations:

You may also contact a nonprofit legal or community-based organization for assistance. For a list of organizations that partner with state agencies to help workers to understand their rights, scan the QR code to the right, or visit www.dir.ca.gov/dlse/Nonprofit-Legal-and-Community-Based-Organizations-Serving-Workers.html.

PAGE 5

EMPLOYEE ACKNOWLEDGMENT

I, the undersigned employee, understand and acknowledge the following:

That I have received a copy of this Employee Handbook identified with a revised date of August 20, 2024, and that it is my responsibility to read and be aware of, and comply with, ALL policies contained in it and any official notices that supersede it, including, but not limited to, policies on Child Abuse and Neglect Reporting, confidentiality, health, safety, anti-harassment, discrimination, and drugs and alcohol.

- That this Employee Handbook contains important ECRCHS policies that directly affect many aspects of my employment. It is essential that I have a full understanding of these policies, and I will consult the Human Resources Department if I do not have a full understanding of any policy herein or if I have any questions or concerns related to these policies.
- That, unless expressly stated to the contrary in a written employment agreement between myself and ECRCHS or unless I am part of a labor union that is subject to a collective bargaining agreement, **this is an at-will employment relationship, and as such, either ECRCHS or I may terminate this agreement at any time, with or without cause or notice, as permitted by law.** Nothing in this Employee Handbook is intended to modify my at-will employment relationship with ECRCHS.
- That this is not a contract of employment or a guarantee of a continued employment relationship for any period of time.
- That this Employee Handbook and the policies contained herein modifies, supersedes, and revokes any and all prior policies, procedures, practices, and oral or written representations to the contrary or that are otherwise inconsistent with its terms.
- That ECRCHS reserves the right to change, remove, or add to the policies herein at any time by providing official notices to me or posted in a conspicuous place in my work setting designated for such purposes. Any such official notices will modify, supersede, and revoke any existing notices that are inconsistent with them. Furthermore, ECRCHS reserves the right to change its implementation, interpretation, or application of the policies and procedures herein at any time. Any such changes shall be consistent with any applicable collective bargaining agreement provisions and other legal requirements.
- That in the event that any of the terms or provisions of this Employee Handbook, including this Employee Acknowledgment, are declared invalid or unenforceable by any court of competent jurisdiction or any federal or state entity having proper jurisdiction over the subject matter herein, the remaining terms and provisions that are not affected thereby shall remain in full force and effect and employees will be afforded all rights required by law. Furthermore, in such event, ECRCHS will provide employees with substitute terms and provisions for those declared invalid once it becomes aware of their invalidity.

Employee Signature:_____Date: _____

Printed Name: _____

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Coversheet

Discuss and Vote to Approve Revisions to the 2026–2027 Parent and Student Handbook

Section: V. School Business
Item: B. Discuss and Vote to Approve Revisions to the 2026–2027 Parent and Student Handbook
Purpose: Vote
Submitted by:
Related Material: Item V B_ 2026-2027 - Parent-Student-Handbook (RedLine).pdf

PARENT-STUDENT

HANDBOOK

2026-2027

El Camino Real Charter High School

Home of Academic, Artistic, and Athletic Excellence

5440 Valley Circle Blvd. Woodland Hills, CA 91367

Tel.818.595.7500 Fax 818.595.7501

www.ecrchs.net

~~**Final Revisions: August 26, 2025**~~

~~**Board Approved: August 28, 2025**~~

~~**Effective Date: August 28, 2025**~~

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Executive Director's Welcome Message

Welcome Back to an Incredible New School Year!

Dear Students, Staff, and Families,

Welcome back, Royals! I hope your summer was restful and inspiring, and that you are ready to begin another remarkable year at El Camino Real Charter High School. Each year brings with it the excitement of fresh opportunities, new challenges, and the chance to build on our proud tradition of excellence.

At ECRCHS, we believe high school is more than academic. it is a time to discover passions, build character, and form connections that last a lifetime. Whether you are stepping onto campus for the first time as a 9th grader or preparing for your senior year, this is your time to grow, lead, and shine.

Our Focus for the Year

- **Academic Growth:** We are committed to providing rigorous instruction, meaningful support, and multiple pathways for success so every student can reach their fullest potential.
- **Belonging and Inclusion**: ECR is a diverse and vibrant community. We will continue to foster a school culture where every student feels seen, valued, and supported.
- **Student Engagement:** From athletics and performing arts to clubs and service opportunities, we encourage students to get involved and make their Royal experience unforgettable.
- **College and Career Readiness:** Our goal is that every graduate leaves ECR prepared for their next step—whether that be college, career, or other post-secondary opportunities.

A Call to Students and Families
Students, remember that every day matters. Show up ready to learn, take risks, and challenge yourself—you are capable of extraordinary things. Families, we ask you to stay engaged and connected. Your partnership makes a profound difference in the lives of our students, and together we can ensure that all Royals thrive.

Looking Ahead
This year let's focus on building a community defined by kindness, respect, and perseverance. I encourage you to support one another, celebrate successes both big and small, and embrace the challenges that push us to grow.

We are Royals—**E**ngaged, **C**onsiderate, and **R**esponsible. Let's make this year unforgettable.

Mission / Vision / SLO's

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 committed to excellence and equity in education as evidenced by the inclusion of all stakeholders and by the innovative teaching methods that empower students to be independent, determined, and compassionate global citizens who think critically, collaborate confidently, and work passionately toward a shared and sustainable future.

Student Learning Outcomes ("SLOs")

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

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: “Royals.”

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.

LIST OF IMPORTANT DATES

August ~~2025~~2026

08/0~~5~~6-08/0~~8~~7: Pupil Free Professional Development Days

08/1~~0~~1: First Day of Instruction

08/2~~1~~2: Shortened Day (2:40 dismissal)

~~08/29: No School - Admissions Day~~

September

09/0~~1~~4: No School ~~–~~ – Admissions Day

09/07: Labor Day

09/2~~3~~1: No School – Floating Holiday

~~**October**~~

~~10/02: No School – Floating Holiday~~

November

11/11: No School – Veterans Day

11/2~~4~~3-11/2~~7~~8: No School – Thanksgiving Holiday

December

12/1~~7~~6: Final Exams, Dismissal @ 1 p.m.

12/1~~7~~8: Final Exams, Dismissal @ 1 p.m.

12/1~~9~~8: Final Exams, Dismissal @ 1 p.m.

12/2~~2~~1-12/31 – No School – Winter Break

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

January ~~2025~~2027

01/01-01/0~~9~~8 – No School - Winter Break

01/11~~09~~ – Pupil Free Professional Development Day

01/12 - Second Semester Starts

01/1~~8~~9 – No School – Martin Luther King Day

February

02/1~~5~~6: No School – Presidents Day

March

03/22~~30~~-03/26~~31~~ – No School - Spring Break

03/29 - No School – Farmworkers Day

April

~~04/01-04/03 – No School – Spring Break~~

~~04/06 – No School - Cesar Chavez Birthday~~

~~04/24 – No School – Genocide Awareness Day~~

May

05/27-5/28 - Final Exams, Dismissal @ 1 p.m.

05/31~~25~~ – No School – Memorial Day

June

06/01: Final Exams, Dismissal @ 1 p.m.

06/02: Final Exams, Dismissal @ 1 p.m.

~~06/03: Final Exams, Dismissal @ 1 p.m.~~

~~06/04: Minimum Day, Dismissal @ 1 p.m.~~

06/0~~5~~3 – Last Day of Instruction/Graduation

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)

Period	From	To	Minutes
0	7:27	8:23	56
1	8:30	9:35	65
2	9:42	10:38	56
Nutrition	10:38	10:54	16
3	11:01	11:57	56
4	12:04	1:00	56
Lunch	1:00	1:39	39
5	1:46	2:42	56
6	2:49	3:45	56

Common Planning Day Schedule (Wednesdays only)

Period	From	To	Minutes
0	7:38	8:23	45
Common Planning Time	8:30	9:30	60
1	9:37	10:30	53
2	10:37	11:22	45
Nutrition	11:22	11:38	16
3	11:45	12:30	45
4	12:37	1:22	45
Lunch	1:22	2:01	39
5	2:08	2:53	45
6	3:00	3:45	45

Final Exam Schedule

Period	From	To	Minutes
Exam 1	8:30	10:30	120
Nutrition	10:30	10:53	22
Exam 2	11:00	1:00	120

Day 1	Periods 3 & 4
Day 2	Periods 2 & 5
Day 3	Periods 1 & 6

Board Members

Member	E-Mail
~~Linda Ibach~~	~~l.ibach@ecrchs.net~~
~~Ronald Laws~~	~~r.laws@ecrchs.net~~
Steve Kofahl	s.kofahl@ecrchs.net
Joe Kolkowitz	j.kolkowitz@ecrchs.net
~~Alexandra Ramirez~~	~~a.ramirez@ecrchs.net~~
~~Gregg Solkovits~~	~~g.solkovits@ecrchs.net~~
~~Brad Wright~~	~~b.wright@ecrchs.net~~
Mariellen Webster	m.webster@ecrchs.net
Mandy Rogers	m.rogers@ecrchs.net
Beth Corbett	b.corbett@ecrchs.net

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

Emergency Telephone System

Our mass call telephone system 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 Release

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 and/or social media sites.

Student Issued 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 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 Media Postings

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.

Academics

Attendance and Truancy Policy

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 to prevent absences from being converted to truancies.

Definitions

- "*Tardy*": ECRCHS starts at 8:30am. Students shall be classified as tardy if the student arrives after that time.

- "*Unexcused Absence*": A student shall have an unexcused absence if the student is absent or is tardy for more than thirty (30) minutes without a valid excuse.

- "*Truant":* A student shall be classified as a 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.

- "*Habitual Truant*": A student shall be classified as a habitual truant if the student is reported for truancy three (3) or more times within the same school year. This generally occurs when the student is absent from school without a valid excuse for five (5) 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 five (5) occasions in one school year, or any combination thereof.

- "*Chronic Truant*": A student shall be classified as a chronic truant if the student is absent from school without a valid excuse for ten (10) percent or more of the school days in one school year, from the date of enrollment to the current date.

- *"School Attendance Review Team ("SART"):* The SART panel will be composed of Administrative Directors, Certificated and Classified Staff. The SART panel will discuss the absence problem with the student's parent/guardian to work on solutions, develop strategies, discuss appropriate support services for the student and student's family, and establish a plan to resolve the attendance issue.

1. The SART panel shall direct the parent/guardian that no further unexcused absences or tardies can be tolerated.

2. The parent/guardian shall be required to sign a contract formalizing the agreement by the parent/guardian to improve the child's attendance or face additional administrative action. The contract will identify the corrective actions required in the future, and indicate that the SART panel shall have the authority to order one or more of the following consequences for non-compliance with the terms of the contract:

   a. Parent/guardian to attend school with the child for one day
   b. Student retention
   c. After school detention program
   d. Required school counseling
   e. Loss of field trip privileges
   f. Loss of school store privileges
   g. Loss of school event privileges
   h. Mandatory Saturday school
   i. Required remediation plan as set by the SART
   j. ~~Notification to the County District Attorney~~

3. Notice of action recommended by the SART will be provided in writing to the parent/guardian.

Attendance Policy

Attendance Expectations

Regular school attendance is essential to academic success. Students are expected to attend every scheduled class, arrive on time, remain in class for the entire period, and actively participate in instruction. Parents/guardians share responsibility for ensuring that students attend school regularly and notify the school when an absence is necessary.

El Camino Real Charter High School is committed to partnering with students and families to remove barriers to attendance while maintaining accountability consistent with California law.

Attendance Monitoring

Student attendance is monitored throughout the school year on a period-by-period basis. Both excused and unexcused absences are reviewed to identify attendance concerns and provide timely intervention before attendance issues become chronic.

As absences increase, the school will progressively communicate with students and families and provide appropriate support.

Attendance Intervention Process (All Absences)

The following interventions may occur as absences accumulate in an individual class:

- **3 Absences:** Parent/guardian receives a phone call from the Attendance Office.
- **6 Absences:** Parent/guardian receives an email. The teacher will attempt to contact the student and/or parent/guardian.
- **9 Absences:** Parent/guardian receives an email. The student's counselor will contact the student and/or family to discuss attendance concerns and available supports.
- **12 Absences:** Parent/guardian receives an email. A dean or administrator will contact the student and/or family. Eligible students may be offered participation in the Attendance Recovery (AR)

Program.

- **18 Absences:** Parent/guardian receives an email. The Withdrawal/No Credit Attendance Policy may be implemented.

Student Attendance Review Team (SART)

Students experiencing significant attendance concerns may be referred to the Student Attendance Review Team (SART).

The purpose of SART is to:

- Identify barriers preventing regular attendance;
- Develop an individualized attendance improvement plan;
- Connect students and families with school and community resources;
- Monitor progress and provide ongoing support.

SART is designed to be a collaborative, supportive intervention intended to improve attendance before more formal action becomes necessary.

Truancy

California law requires students to attend school regularly. Unexcused absences may result in students being classified as truant under the California Education Code.

Students with repeated unexcused absences may receive:

- Progressive truancy notifications;
- Parent conferences;
- Counseling interventions;
- SART meetings;
- Referral to the School Attendance Review Board (SARB), when appropriate.

School Attendance Review Board (SARB)

When school-based interventions have not successfully improved attendance, a student may be referred to the School Attendance Review Board (SARB).

SARB is a formal attendance intervention process that brings together school staff, families, and community agencies to develop strategies for improving attendance and ensuring compliance with ~~California compulsory education laws~~the school attendance policy. The SARB will create a contract to address attendance remediation.

If the conditions of the SART~~T~~B contract are not met, the student may incur additional administrative action up to and including disenrollment from the Charter School, consistent with the Involuntary Removal Process described below.

If a student is absent ten (10) or more consecutive school days without valid excuse and the student's parent/guardian cannot be reached at the number or address provided in the registration packet and does not otherwise respond to the Charter School's communication attempts, as set forth above, the student will be in violation of this Policy and the SART~~T~~B contract (if any) and may be subject to disenrollment in compliance with the Involuntary Removal Process described below. If the student is disenrolled after the Involuntary Removal Process has been followed, notification will be sent within thirty (30) days to the student's last known school district of residence.

Any documentation received by the Charter School regarding a student's enrollment and attendance at another public or private school (i.e., CALPADS report) shall be deemed evidence of a **voluntary** disenrollment and shall not trigger the Involuntary Removal Process below.

For all communications set forth in this process, the Charter School will use the contact information provided by the parent/guardian in the registration packet. It is the parent's or guardian's responsibility to update the Charter School with any new contact information.

Attendance Recovery (AR) Program

Beginning with the 2026–2027 school year, ECR offers an Attendance Recovery (AR) Program as authorized by California law.

The Attendance Recovery Program provides eligible students with the opportunity to voluntarily participate in supervised instructional activities outside the regular school day to recover up to ten (10) full-day absences.

Attendance Recovery opportunities may include:

- After-school instructional sessions;
- Saturday Academies;
- School break or intersession instructional programs;
- Other school-approved instructional recovery opportunities.

Participation in Attendance Recovery demonstrates a student's commitment to improving attendance and may be considered during attendance intervention proceedings. Participation does not remove absences from the student's attendance record or transcript.

Short-Term Independent Study (ST-IS)

Students who know in advance they will miss school for fewer than fifteen (15) consecutive school days may be eligible for Short-Term Independent Study.

Eligibility requirements include:

- Advance request prior to the absence;
- Completion of a signed Independent Study Master Agreement before the absence begins;
- Completion of all assigned work in a satisfactory and timely manner.

Successfully completed Short-Term Independent Study allows eligible students to maintain enrollment and receive attendance credit consistent with California law.

18-Day Course Withdrawal/No Credit Attendance Policy

To ensure students receive meaningful instructional engagement, ECR enforces an 18-Day Course Withdrawal/No Credit Attendance Policy on a **per-course, per-semester** basis.

A student who accumulates **18 absences in a single class during one semester** may be withdrawn from that course and receive a **Withdrawal/No Credit (W/NC)** grade.

Absences That Count Toward the 18-Day Limit

The following absences count toward the 18-day limit:

- Excused absences, including illness, medical appointments, bereavement, court appearances, and other approved reasons;
- Unexcused absences;
- Excessive tardies converted to absences in accordance with school attendance procedures;
- Excessive early departures converted to absences under school procedures.

Absences That Do Not Count Toward the 18-Day Limit

The following do not count toward the 18-day limit:

- School-sponsored activities, including athletic competitions, field trips, and approved academic events;
- School suspensions;
- Tardies formally excused by the Attendance Office.

Students withdrawn from a course under this policy will not be permitted to re-enter that course during the same semester. Students may be assigned to an alternate educational placement, such as Study Skills, the ECR FLEX Program (when appropriate), or another approved educational program. Course credit may be recovered through summer school, adult school, or another approved credit recovery option.

Parent/Guardian Partnership

Parents and guardians play an essential role in supporting regular attendance. Families are encouraged to:

- Notify the Attendance Office promptly when a student will be absent;
- Schedule appointments outside of school hours whenever possible;
- Monitor attendance regularly through the school's student information system;
- Respond promptly to school communications regarding attendance;
- Work collaboratively with school staff to address attendance concerns before they become chronic.

Regular attendance is a shared responsibility among students, parents/guardians, and the School. We encourage open communication and early intervention to address attendance concerns before they impact a student's academic progress. By working together, we can help ensure every student has the opportunity to succeed academically and meet graduation requirements. The School reserves the right to interpret and administer this policy in accordance with applicable law and may modify attendance procedures as necessary to remain compliant with changes in state or federal law.

Excused Absences and Attendance Clearance

A student who is absent due to an excused absence will be allowed to complete all assignments and tests missed during the excused absence that can be reasonably provided and will receive full credit upon satisfactory completion within a reasonable period of time. The teacher of the class from which a student is absent shall determine which tests and assignments are reasonably equivalent to, but not necessarily identical to, the tests and assignments that the student missed during the excused absence. Any absence for reasons other than those listed below as excused absences are unexcused absences and students do not have to be given the opportunity to make up missing assignments.

A student shall be able to clear an “A” (Unverified Absence) when an absence is recorded within 5 school days before the unverified absence is converted into a Truancy. Parents can clear these absences using the following acceptable attendance codes (on the following page):

Code	Description
I	Personal illness: • Including an absence for the benefit of the student's mental or behavioral health • Illness or medical appointment of a child for whom the student is the custodial parent, including absences to care for a sick child;
Q	Quarantine under the direction of a county or city health officer
M	Medical, dental, optometric or chiropractic appointments. 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
F	Attending the funeral services or grieving the death of either a member of the pupil's immediate family, or of a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, so long as the absence is not more than five (5) days per incident. "Immediate family" means the parent or guardian, brother or sister, grandparent, or any other relative living in the household of the pupil.
	For any of the following reasons, if an immediate family member of the pupil, or a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, has died: a. To access services from a victim services organization or agency. b. To access grief support services. c. To participate in safety planning or to take other actions to increase the safety of the pupil or an immediate family member of the pupil, or a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, including, but not limited to, temporary or permanent relocation. Absences under this section shall not be excused for more than three (3) days per incident, unless extended on a case-by-case basis at the discretion of the school administrator. "Immediate family" means the parent or guardian, brother or sister, grandparent, or any other relative living in the household of the pupil.
B	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.

N	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. Absences granted pursuant to this paragraph shall be granted for a period of time to be determined at the discretion of ECRCHS. 15

	Attendance at a funeral service for someone other than immediate family “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 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. 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.
R	• Attendance at a religious retreat (shall not exceed one school day per semester) • Observance of religious holiday or ceremony of the student’s religion • Participation in religious instruction or exercises as follows: The student shall be excused for this purpose on no more than four (4) school days per month For the purpose of participating in a cultural ceremony or event. "Cultural" for these purposes means relating to the habits, practices, beliefs, and traditions of a certain group of people
C	• Jury Duty or Court Appointments; must provide court summons
	• For the purpose of engaging in a civic or political event as indicated below, provided that the pupil notifies the school ahead of the absence. A “civic or political event” includes, but is not limited to, voting, poll working, strikes, public commenting, candidate speeches, political or civic forums, and town halls. A pupil who is absent pursuant to this provision is required to be excused for only one school day-long absence per school year. A pupil who is absent pursuant to this provision may be permitted additional excused absences at the discretion of a school administrator.
	• 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.
	• 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

Clearing Absences Protocols:

- Please clear an absence on the Attendance Portal. Only Parents/Guardians listed as contacts on Aeries may clear absences. ECRCHS does not accept phone calls or written notes to excuse an absence.
- You only have 5 school days to clear an absence. After that, uncleared absences will convert into unexcused absences and we will not be able to clear them. Accumulated unexcused absences will affect the student's ability to participate in school activities.
- Teachers may withhold credit for assignments and/or may not allow make-up assessments until all absences are cleared.
- Please log in to Aeries daily to monitor your child's attendance. It is the parent/guardian's responsibility to clear any absences, including clearing up attendance marks that may have been made in error.
- If you believe an attendance mark was made in error, please contact the teacher directly. The teacher will need to contact the Attendance Office to have it resolved.

Early Leave Protocols:

- Only Parents/Guardians listed as contacts on Aeries may request an Early Leave for their student
- Paper or email notes will no longer be accepted. Please create an early leave request on the Attendance Portal
- Students will only be released to a contact who is listed on their emergency form or in the computer. No exceptions! You may not email the attendance office giving someone else permission to pick up your child

Regular Early Leave Procedure:

1. Early Leaves requests must be submitted electronically via the Attendance Portal (https://attendance.schoolriver.com/) before 8:30 am in order for the attendance office to verify the request.
2. The Attendance Office will call the parent/guardian to verify the early leave request. Once verified, an early release pass will be created.
3. Students must pick up their early leave pass before they attend the class they will be leaving early. Students may pick this pass up from the Attendance Office during passing periods, nutrition, or lunch.
4. At the time specified on the pass, students must present their early leave pass to their teacher and get their pass stamped in the Attendance Office before leaving campus.

Special Circumstances Early Leave Procedure*:

1. If we do not receive an early release slip before 8:30 a.m. or a student needs to be picked up unexpectedly, this procedure will be followed.
2. A Parent/Guardian or verified emergency contact must physically come in the Attendance Office to sign the student out of school.
3. Please be prepared to wait for your student. Depending on the time of day and specific class, it is not always possible to get a student right away.

*If your child calls/texts you that he/she is sick or not feeling well, please direct them to the Health Office. If they need to go home, you will need to pick them up from there. If the student has an appointment or another reason for leaving and did NOT bring a note in the morning, you will need to follow the Special Circumstances procedure.

Tardies and Consequences

A tardy student is defined as a student who arrives into the classroom after the instructional period bell has rung and who does not have a pass.

Consequences for tardies include the following:

- 5 tardies = 1 school detention
- Lunch detention will be held during the week during specified days. Doors close 5 minutes after the lunch bell. Students arriving after that time will not be admitted.
- Students will scan in/out for credit for detention. Lunch will be allowed and/or provided.
- A student may attend after-school tutoring and get “credit” for one hour of “detention.” Additionally, for a student to receive credit for the hour of tutoring, he/she/they must attend tutoring within 5 school days of the detention being assigned.
- Saturday detention will be held on the **second and last** Saturday of every month from 8:00 a.m. - 11:00 a.m**. (subject to change).** You MUST arrive by 8 am regardless of how many detentions you are serving.
  - Doors will close at 8:10 AM. Students arriving after that time will not be admitted.
  - Students will scan in/out for credit for detention. **School work should be done during detention.**
- Detentions are cumulative.
- All detentions accumulated MUST be served before Senior Activities are granted.

Exceptions:

- ALL medical/legal-related tardies require an official note in order to be excused (not a note from parent/guardian)
- This applies to doctors, dentists, psychologists, court dates, etc.
- Bus being late
- Non-medical/legal-related tardies cleared by a parent/guardian (only 2 per semester)

For a tardy to not adversely affect a student’s attendance, the student must present to the proper school authority a pass from an ECR staff member.

Students who arrive to school late based on the exemptions listed above will need to go to the attendance office to obtain a pass prior to heading to class.

~~Process for Addressing Truancy~~

~~The Executive Director, or designee, shall implement positive steps to reduce truancy, including working with the family 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.

a. Each of the first two (2) unexcused absences or unexcused tardies over 30 minutes will result in a call home to the parent/guardian by the Executive Director or designee. The student's classroom teacher may also call home.

b. Each of the third (3rd) and fourth (4th) unexcused absences or unexcused tardies over 30 minutes will result in a call home to the parent/guardian by the Executive Director or designee. In addition, the student's classroom teacher may also call home and/or the Charter School may send the parent an e-mail notification. In addition, upon reaching three (3) unexcused absences or unexcused tardies over 30 minutes in a school year, the parent/guardian will receive "**Truancy Letter #1 – Truancy Classification Notice**" from the Charter School notifying the parent/guardian of the student's "Truant" status. This letter must be signed by the parent/guardian and returned to the Charter School. This letter shall also be accompanied by a copy of this Attendance Policy. This letter, and all subsequent letter(s) sent home, shall be sent by Certified Mail, return receipt requested, or some other form of mail that can be tracked. This letter shall be re-sent after a fourth (4th) unexcused absence.

c. Upon reaching five (5) unexcused absences or unexcused tardies over 30 minutes, the parent/guardian will receive "**Truancy Letter #2 – Habitual Truant Classification Notice and Conference Request**," notifying the parent/guardian of the student's "Habitual Truant" status and a parent/guardian conference will be scheduled to review the student's records and develop an intervention plan/contract. In addition, the Charter School will consult with a school counselor regarding the appropriateness of a home visitation..

d. Upon reaching six (6) unexcused absences or unexcused tardies over 30 minutes, the parent/guardian will receive a "**Truancy Letter #3 – Referral to SART Meeting"** and the student will be referred to a Student Success Team (SST) and the SART.

e.a. If the conditions of the SART contract are not met, the student may incur additional administrative action up to and including disenrollment from the Charter School, consistent with the Involuntary Removal Process described below.

f.a. If a student is absent ten (10) or more consecutive school days without valid excuse and the student's parent/guardian cannot be reached at the number or address provided in the registration packet and does not otherwise respond to the Charter School's communication attempts, as set forth above, the student will be in violation of this Policy and the SART contract (if any) and may be subject to disenrollment in compliance with the Involuntary Removal Process described below. If the student is disenrolled after the Involuntary Removal Process has been followed, notification will be sent within thirty (30) days to the student's last known school district of residence.

g. Any documentation received by the Charter School regarding a student's enrollment and attendance at another public or private school (i.e., CALPADS report) shall be deemed evidence of a **voluntary** disenrollment and shall not trigger the Involuntary Removal Process below.

h. For all communications set forth in this process, the Charter School will use the contact information provided by the parent/guardian in the registration packet. It is the parent's or guardian's responsibility to update the Charter School with any new contact information.

Process for Students Who Are Not in Attendance at the Beginning of the School Year

When a student is not in attendance on the first five (5) days of the school year, the Charter School will attempt to reach the student's parent/guardian on a daily basis for each of the first five (5) days to determine whether the student has an excused absence, consistent with the process outlined in this policy. If the student has a basis for an excused absence, the student's parent/guardian must notify the Charter School of the absence and provide documentation consistent with this policy. However, consistent with process below, students who are not in attendance by the sixth (6th) day of the school year due to an unexcused absence will be disenrolled from the Charter School roster after following the Involuntary Removal Process described below, as it will be assumed that the student has chosen another school option.

1. Students who are not in attendance on the first (1st) day of the school year will be contacted by phone to ensure their intent to enroll in the Charter School.

2. Students who have indicated their intent to enroll but have not attended by the third (3rd) day of the school year and do not have an excused absence will receive a letter indicating the student's risk of disenrollment.

3. Students who have indicated their intent to enroll but have not attended by the fifth (5th) day of the school year and do not have an excused absence will receive a phone call reiterating the content of the letter.

4. Students who are not in attendance by the sixth (6th) day of the school year and do not have an excused absence will receive an Involuntary Removal Notice and the CDE Enrollment Complaint Notice and Form. The Charter School will follow the Involuntary Removal Process described below, which includes an additional five (5) schooldays for the parent/guardian to respond to the Charter School and request a hearing before disenrollment.

5. The Charter School will use the contact information provided by the parent/guardian in the registration packet.

6. Within thirty (30) calendar days of disenrollment, the Charter School will send the student's last known school district of residence a letter notifying it of the student's failure to attend the Charter School.

7. Any documentation received by the Charter School regarding a student's enrollment and attendance at another public or private school (i.e., CALPADS report) shall be deemed evidence of a voluntary disenrollment and shall not trigger the Involuntary Removal Process 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.

~~Referral to Appropriate Agencies or County District Attorney~~

~~It is the Charter School's intent to identify and remove all barriers to the student's success, and the Charter School will explore every possible option to address student attendance issues with the family. For any unexcused absence, the Charter School may refer the family to appropriate school-based and/or social service agencies.~~

~~If a student's attendance does not improve after a SART contract has been developed according to the procedures above, or if the parents/guardians fail to attend a required SART meeting, the Charter School shall notify the County District Attorney's office, which then may refer the matter for prosecution through the court system. Students twelve (12) years of age and older may be referred to the juvenile court for adjudication.~~

Non-Discrimination

These policies will be enforced fairly, uniformly, and consistently without regard to the characteristics listed in Education Code section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Penal Code section 422.55, including immigration status, pregnancy, or association with an individual who has any of the aforementioned characteristics).

Reports

The Executive Director, or designee, shall gather and report annually to the Board the number of absences both excused and unexcused as well as students who are truant, and the steps taken to remedy the

problem.

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~~ 30 credits)
At minimum, students need to take Algebra 1AB and Geometry AB and be enrolled in a math class in their junior year (starting in the 2027-2028 school year.)

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

Ethnic Studies (5 credits) – Beginning with the class of 2030
1 semester of Ethnic Studies

Personal Finance (5 Credits) – Beginning with the class of 2031

Electives (75 credits) – Class of 2027 and Class of 2028
65 credits – Class of 2029
60 credits – Class of 2030
55 credits – Class of 2031

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 calculating the grade point average.
- A student must complete eleven of the fifteen A-G requirements by the end of their 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

College Preparatory Course Offerings

Student enrolled in grades [9--12] also have the option of dually enrolling in the following courses at Los Angeles Pierce Community College:

Courses vary depending on semester

Procedures For Class Programming

Students meet with their counselor at least twice per year to select courses and review their progress toward meeting graduation requirements.
In general, students are placed in their requested courses if space is available and academic prerequisites are met. Fall schedules become available during Welcome Week, which occurs approximately two weeks before the first day of school.

During Welcome Week, students may meet with their counselor to address issues such as:

- Incomplete schedules
- Incorrect course placements
- Repeated classes

Please note: Requests for specific teachers or class periods will not be honored. Any exceptions to this policy must be approved by an administrator. Before any administrative review, a parent/teacher conference must take place regarding the request.
After Welcome Week, students may request schedule changes at the beginning of each semester. Schedule changes are only considered during the designated schedule change period and must meet one or more of the following criteria:

- Academic need (e.g., level adjustments)
- Placement errors
- Graduation requirement fulfillment

The deadline for schedule changes is 15 school days after the start of the semester. After this deadline, all schedules are considered final. Any exceptions require administrative approval.

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.

~~**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.~~

STEAM

Students participating in the STEAM Program will take four courses in one of three pathways. The pathways are Computer Science, Medical Science, and Engineering. In addition, students must participate in a STEAM-related extracurricular activity such as STEAM club or Robotics. Upon completion of these requirements, and successfully meeting the A-G requirements, students will earn a STEAM specialization certificate in addition to their diploma

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

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 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.

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 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.

CALKIDS PROGRAM NOTICE

California Kids Investment and Development Savings Program (CalKIDS) is a program established by the State of California that funds up to $1,500 in free money for eligible low-income public school students to save for college and career training. Visit CalKIDS.org for more information about your child's eligibility and to you claim your child's account.

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

The Charter School shall confirm that each of its students in grade 12 completes and submits a FAFSA to the United States Department of Education, or if the student is exempt from paying nonresident tuition pursuant to Education Code section 68130.5, a California Dream Act Application to the Student Aid Commission. Students who are exempt or whose parent/guardian (if the student is a minor) have opted-out will not be required to comply.

Flex Program and Independent Studies

Flex Program

The Flex Program is generally designed for students who are 30 or more credits behind the four-year pacing plan. Students identified for this personalized intervention setting will be expected to master the skills and content necessary for success in colleges and careers. 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. The instructional curriculum will have the flexibility to provide specific intervention, catering to the needs of each student, through each course's entirety. A self-paced format allows the teacher to adjust the curriculum at any time through the course to address learning needs. This approach allows students of all levels to demonstrate growth and mastery within the curriculum and be successful in grade appropriate classes.

Independent Study

ECR offers an Independent Studies Program (ISP) designed for students with individual needs that cannot be accommodated in a traditional school setting. ISP offers A-G approved College Prep and Honors courses through Accelerate Education, an online platform that requires in-person, proctored exams. ISP students meet with a Supervising Teacher weekly for academic guidance and with subject-specific teachers for tutoring which is offered daily. The rigor and expectations of the program

are equivalent to those at ECR's main campus.

ECRCHS's complete Independent Study Policy is available as Appendix C.

Online Instruction

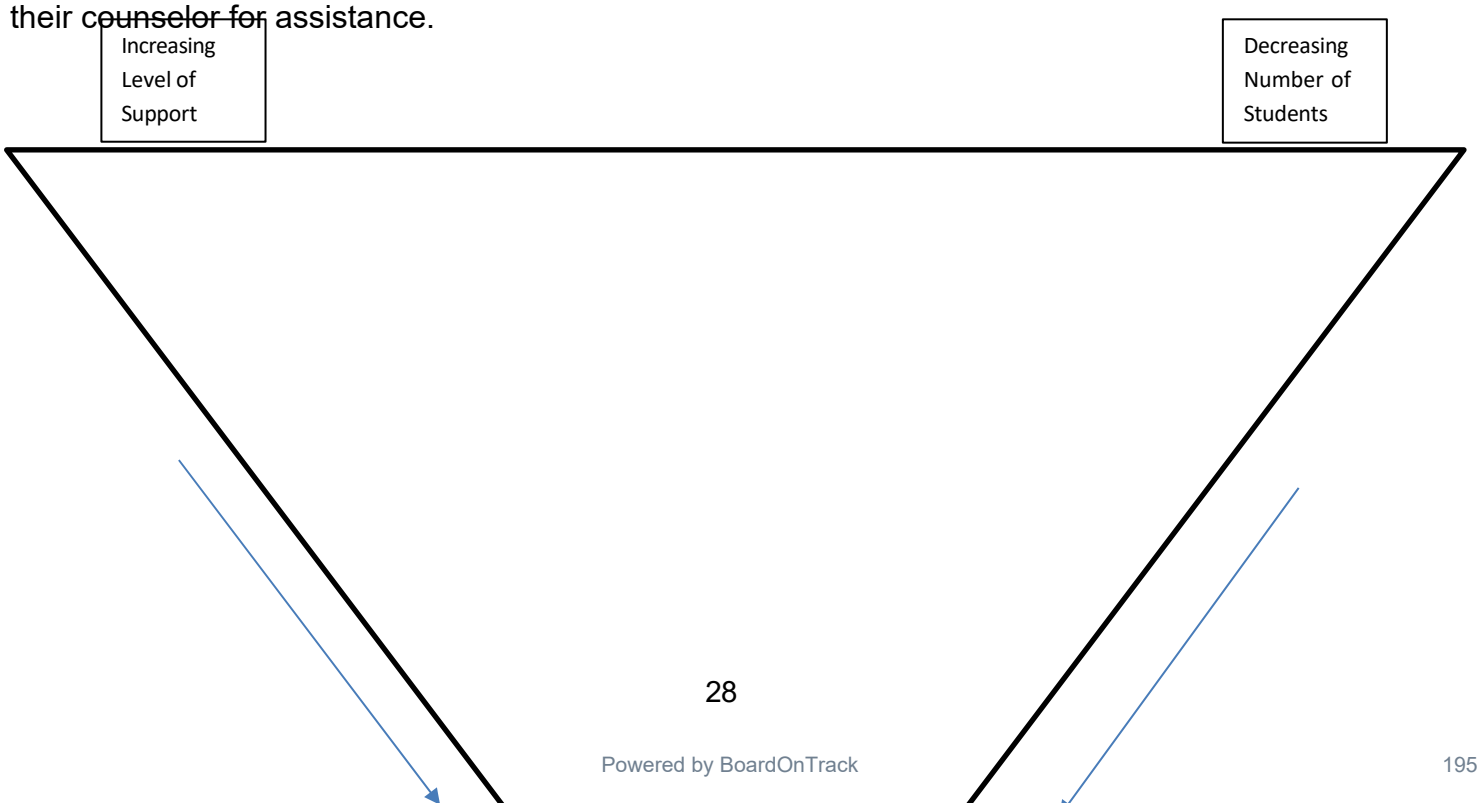
ECRCHS currently contracts with Accelerate ~~and Cyber High~~ to offer our students online classes. ECRCHS covers the expenses of these online classes. Each class is five units and students may work on the classes from their home computers. However, to finish each unit, the student must take the unit exam at school using a school computer. Final exams must also be taken at school using a school computer. 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.

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 their ~~counselor for~~ assistance.



Pyramid of Intervention

Tier 1: School Wide Interventions

*Summer Bridge Program *AP Bridge Program * AERIES (web-based grades & attendance)
*CANVAS (web-based class information) * Implementation of Common Core State Standards (CCSS)
*After-school math tutoring *PETS Tutoring *4-Year Plan for all students *College Center
*Safe & orderly campus *Biannual meetings with school counselor *Differentiated Instruction

Tier 2: Direct Interventions

*SST Plan *English Learner Support Program * Crisis Intervention
*Short-Term Counseling *Support Groups *Alternative Education Program
*Independent Study Program *Tarzana Treatment Substance Abuse Support

Tier 3: Intensive Direct Interventions

*Individualized Education Plan (IEP)
*Section 504 Plan
*Study Skills Course
*Behavior Contracts
*Alternative Education Program
*Independent Study Program

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 pecial 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"): Special Day Classes provide 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 Philipa Vedros, Administrative Director, Student Support Services, at p.vedros@ecrchs.net or (818) 595-8003 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 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 counselor or Ms. Vedros, Administrative Director, Student Support Services. A copy of the School's Section 504 Policies and Procedures is attached hereto as Appendix E.

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 eight School Counselors, two School Psychologists, and a School Based Therapist ("SBT") who provide mental health supports for students.

  Our School Counselors, School Psychologists, and School Based Therapist 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 SBTcan 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. Vedros, Administrative Director 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.namica.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 entitle 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:

Director of Human Resources
5440 Valley Circle Blvd.
Woodland Hills, CA 91367
(818) 595-7500

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 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 Interim Executive Director at 818 595-7500 or e.larew@ecrchs.net to obtain this information.

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 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 Mr Richard Russell at r.russell@ecrchs.net. Additional information is posted on the internet at http://www.elpac.org.

California Assessment of Student Performance and Progress ("CAASPP") System

The 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. Notwithstanding any other provision of law, a parent's or guardian's written request to school officials to excuse their 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.

NWEA MAP Testing

NWEA MAP test stands for Measures of Academic Progress, which is a computer-adaptive standardized test developed by the Northwest Evaluation Association. The school typically administers these tests in the fall, winter, and spring, and uses the results to monitor student growth and to adjust instruction accordingly.

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 athttps://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

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. In accordance with Education Code Section 32255.1, any student who provides their teacher with a written statement, signed by their parent/guardian, specifying the student's moral objection to dissecting or otherwise harming or destroying animals, or any parts thereof, may be excused from such activities if the teacher believes that an adequate alternative education project is possible. The alternative education project 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.

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, Girls Flag 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, Girls Beach/Sand Volleyball, Boys and Girls Water Polo, Boys and Girls Lacrosse, and Boys and Girls Wrestling. Contact information for coaches is available on the School website under the “Athletics” tab.

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 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: https://www.cde.ca.gov/pd/ca/pe/documents/pescaform.pdf

Opioid Information Sheet

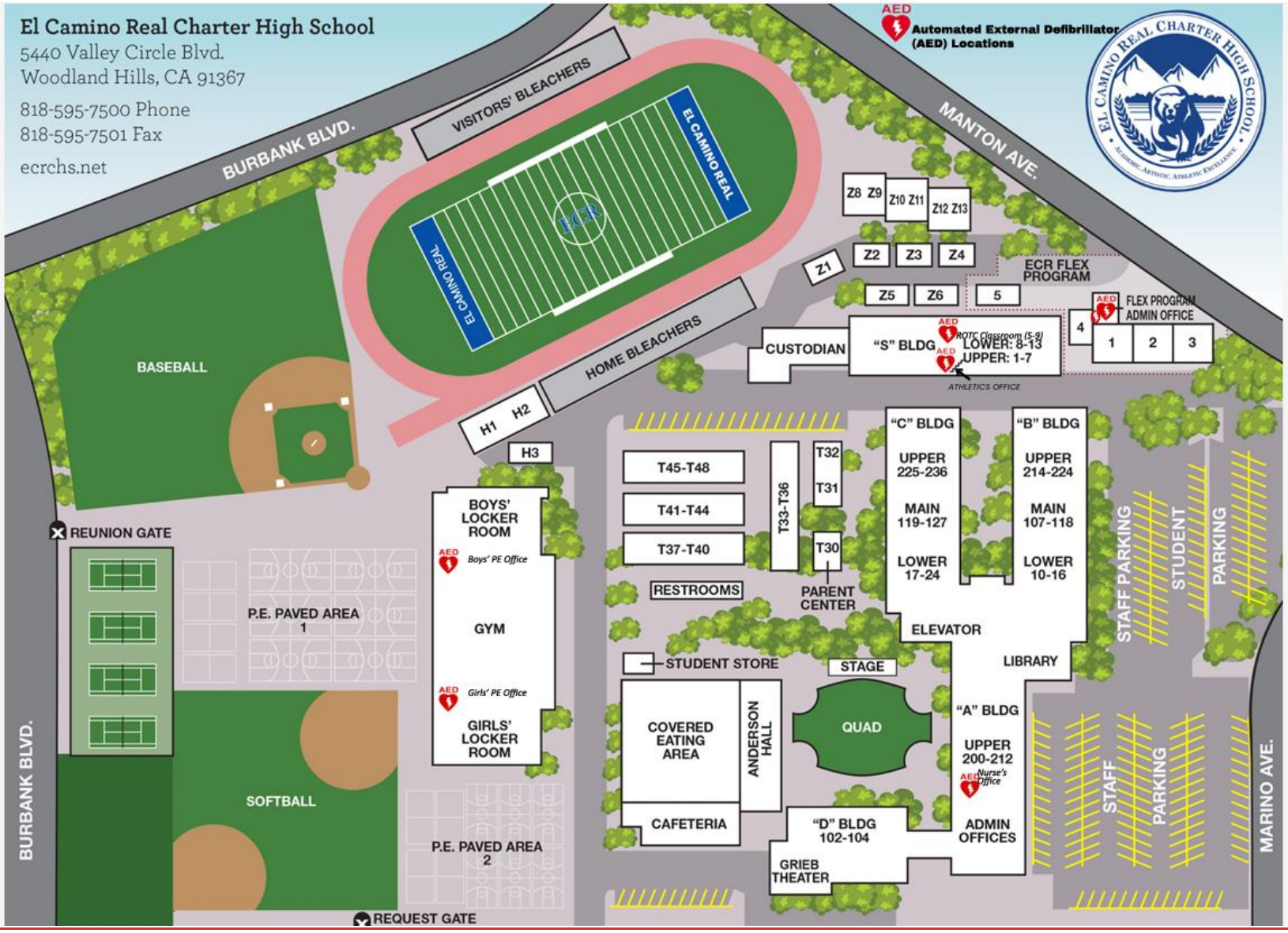
The Charter School annually provides each athlete with an Opioid Factsheet for Patients published by the Centers for Disease Control and Prevention. The athlete and, if the athlete is 17 years of age or younger, the athlete's parent or guardian shall sign a document acknowledging receipt of the Opioid 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://stacks.cdc.gov/view/cdc/134209/cdc_134209_DS1.pdf

Location of All Automated External Defibrillator(s) on Campus
~~[INSERT LOCATIONS OF ALL AEDs ON CAMPUS]~~

AED Location: North Campus 7401 Shoup Ave. West Hills, CA 91307 – Front desk

See Map on the following page for AED locations at the Main Campus located at 5440 Valley Circle Blvd Woodland Hills, CA 91367:


El Camino Real Charter High School
5440 Valley Circle Blvd.
Woodland Hills, CA 91367
818-595-7500 Phone
818-595-7501 Fax
ecrchs.net
AED Automated External Defibrillator (AED) Locations
BURBANK BLVD.
VISITORS' BLEACHERS
EL CAMINO REAL
MANTON AVE.
HOME BLEACHERS
BASEBALL
Z8 Z9
Z10 Z11
Z12 Z13
Z1
Z2
Z3
Z4
ECR FLEX PROGRAM
Z5
Z6
5
FLEX PROGRAM ADMIN OFFICE
4
1
2
3
CUSTODIAN
"S" BLDG
ROTC Classroom (5-9)
LOWER: 8-13
UPPER: 1-7
ATHLETICS OFFICE
H1
H2
H3
"C" BLDG
UPPER 225-236
MAIN 119-127
LOWER 17-24
"B" BLDG
UPPER 214-224
MAIN 107-118
LOWER 10-16
T45-T48
T41-T44
T37-T40
T33-T36
T32
T31
T30
RESTROOMS
PARENT CENTER
ELEVATOR
STAFF PARKING
STUDENT PARKING
REUNION GATE
BOYS' LOCKER ROOM
Boys' PE Office
GYM
Girls' PE Office
GIRLS' LOCKER ROOM
P.E. PAVED AREA 1
STUDENT STORE
STAGE
LIBRARY
COVERED EATING AREA
ANDERSON HALL
QUAD
"A" BLDG
UPPER 200-212
Nurse's Office
ADMIN OFFICES
CAFETERIA
"D" BLDG 102-104
GRIEB THEATER
STAFF PARKING
SOFTBALL
P.E. PAVED AREA 2
REQUEST GATE
BURBANK BLVD.
MARINO AVE.

Campus Life

ID Cards

At the beginning of each school year, every student is provided with 2 photo identification cards (Physical / Digital). Students are expected to always carry their physical identification card or have their digital identification (or Royal Pass) on their phones when on campus or when attending any school related activity on or off campus. Students must produce ID's when requested from authorized school personnel. If the physical 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 locker to store books, notebooks, and personal articles, but the School assumes no responsibility for any loss. Students should not leave money or valuables in the locker. Students experiencing locker issues should go to the Administrative Directors' 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.

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

ECRCHS provides free nutrition and lunch for students. For this reason, students are not allowed to order/receive food delivery from outside companies such as Grubhub, Postmates, Doordash, UberEats, or anything similar at any time. A parent/guardian, however, may bring his/her/their child(ren) a meal during nutrition or lunch time. It is the responsibility of parents/guardians to be on campus in a timely manner for the food delivery will not be accepted.

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 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). Items served must be discussed with sponsors & administrators.

Our school’s **Wellness Policy** is posted under the “Families” tab of the School website.

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. If 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 plethora of events and activities for students each year. We boast over 80 student-led clubs and dozens of programs that contribute to the overall learning experience all while promoting school spirit and building confidence in our students. With these in mind, whenever students misbehave during school events and activities, it presents a safety issue on campus. Therefore, all student misconduct will be documented, and consequences will be assigned accordingly. Attendance at after- school events and activities are a privilege and may be revoked at any time.

This can include denied entry at athletic events, school dances, and signature ceremonial events such as Prom, and Graduation. Depending on the severity of the behavior, egregious misconduct can and may lead to immediate discipline, up to and including suspension or expulsion.

Contraband

The following items, if found on a student (clothing or personal belongings including lockers) will prohibit a student from participating in ECRCHS school events, including prom and graduation. Students and parents/guardians will be notified by Administrators.

- Alcohol/Flasks
- Weapons (or anything that can be used as a weapon)
- All Tobacco Products
- All illegal substances & Drug Paraphernalia
- Lighters/Matches

The following behaviors, if occurring on campus at any time during the school year, will prohibit a student from attending any ECRCHS school events, including prom and graduation. Students and parents/guardians will be notified by Administrators.

- Fighting
- Smoking/Vaping
- Disrespect towards authority

- Bullying
- Cutting Class
- Incomplete detentions
- Excessive Tardies
- Chronic Absences 10% of the instructional days enrolled (e.g., 18 out of 180 days). This includes excused and unexcused absences.

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 with 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 their 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.

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.
Pursuant to CA law, the Charter School shall provide two (2) nutritionally adequate meals to each student who requests a meal without consideration of the student's eligibility for a federally funded free or reduced-price meal, with a maximum of one (1) free meal per meal service (breakfast and lunch) each school day and with adequate time to eat. This shall apply to all pupils in kindergarten through grade twelve (12).

Applications for school 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. 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 school meals at ECRCHS, you must fill out our application. A copy of ECRCHS's complete Universal Free Meals Policy is available as Appendix J.

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

Income eligibility guidelines for federally funded free and reduced-price meals are available at: https://www.cde.ca.gov/ls/nu/rs/

Based on a parent/guardian's annual earnings, a parent/guardian may be eligible to receive the Earned Income Tax Credit from the Federal Government (Federal EITC). The Federal EITC is a refundable federal income tax credit for low-income working individuals and families. The Federal EITC has no effect on certain welfare benefits. In most cases, Federal EITC payments will not be used to determine eligibility for Medicaid, Supplemental Security Income, food stamps, low-income housing, or most Temporary Assistance for Needy Families payments. Even if you a parent/guardian does not owe federal taxes, they must file a federal tax return to receive the Federal EITC. Be sure to fill out the Federal EITC form in the Federal Income Tax Return Booklet. For information regarding your eligibility to receive the Federal EITC, including information on how to obtain the Internal Revenue Service (IRS) Notice 797 or any other necessary forms and instructions, contact the IRS by calling 1-800-829-3676 or through its website at www.irs.gov.

A parent/guardian may also be eligible to receive the California Earned Income Tax Credit (California EITC) starting with the calendar year 2015 tax year. The California EITC is a refundable state income tax credit for low-income working individuals and families. The California EITC is treated in the same manner as the Federal EITC and generally will not be used to determine eligibility for welfare benefits under California law. To claim the California EITC, even if you do not owe California taxes, you must file a California income tax return and complete and attach the California EITC Form (FTB 3514). For information on the availability of the credit eligibility requirements and how to obtain the necessary

California forms and get help filing, contact the Franchise Tax Board at 1-800-852-5711 or through its website at www.ftb.ca.gov.

Charter School shall allow students, teachers, and staff to bring and carry water bottles. Water bottles may be excluded from libraries, computer labs, science labs, and other places where it is deemed dangerous to have drinking water. Charter School may develop additional policies regarding the types of water bottles that may be carried.

Charter School adheres to all applicable requirements regarding placement and maintenance of water bottle refilling stations on campus.

Charter School shall encourage water consumption through promotional and educational activities and signage that focus on the benefits of drinking water and highlight any water bottle filling stations that are located on campus.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, Charter School is prohibited from discriminating based on race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: https://www.usda.gov/sites/default/files/documents/ad-3027.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
fax:
(833) 256-1665 or (202) 690-7442; or
email:
Program.Intake@usda.gov

Charter School is an equal opportunity provider.

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 always follow safe-driving practices. 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 the 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 students may not ride 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 fares 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

ECRCHS prohibits any acts of unlawful discrimination, 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 Harassment, Intimidation, Discrimination and Bullying Policy is available as Appendix Z.

Hate Speech

El Camino Real Charter High School is committed to providing a safe, inclusive, and respectful learning environment where all students are treated with dignity and respect. We celebrate diversity and do not tolerate hate speech, harassment, intimidation, or discriminatory conduct directed toward any individual or group.

Students are expected to contribute to a positive school climate by treating others with respect and refraining from behavior that demeans, threatens, or targets others based on protected characteristics or other personal attributes.

Definition of Hate Speech

For purposes of this policy, hate speech includes verbal, written, electronic, visual, or symbolic expression that targets or demeans an individual or group based on characteristics such as race, ethnicity, national origin, religion, disability, gender, gender identity, gender expression, sexual orientation, or other protected status.

Examples include:

- Using racial, ethnic, religious, or other discriminatory slurs.
- Displaying or distributing hateful symbols or images.
- Making threats or engaging in harassment directed toward an individual or group.
- Repeatedly promoting messages that demean or encourage discrimination against protected groups.
- Bullying or intimidating others based on actual or perceived protected characteristics.

The School will evaluate reported incidents based on the specific facts and circumstances, including the impact on the school environment and student safety.

Student Responsibility

Students are encouraged to be active members of a respectful school community by serving as "upstanders" when they witness hate speech or discriminatory behavior.

- Interrupt or discourage inappropriate behavior when it is safe to do so.
- Report incidents to a Teacher, Counselor, Dean, or School Administrator.
- Support classmates who have been impacted.
- Help foster an environment of inclusion, respect, and belonging both on and off campus.

- Progressive Discipline

First Incident
- A faculty or staff member will address the behavior with the student and/or refer the student to the Dean.
- The Dean will notify the student's parent/guardian.
- The Dean will review the Hate Speech Policy and school expectations with the student.

Second Incident
- The student may be assigned a Dean's Office Alternative to Suspension.
- The student will sign a behavior contract.
- The Dean will notify the student's parent/guardian.

Third Incident
- The student will participate in restorative practices.
- Appropriate restorative consequences may include acknowledgment of harm caused, community service, educational assignments, visits to educational institutions or museums, written reflection, individual or group counseling when appropriate, and other restorative or educational interventions determined by the school.

Fourth Incident
- School suspension may be imposed.
- A conference with the student, parent/guardian, Dean, Administrative Director, and other appropriate staff may be held.
- The student may be placed on the school's 'No-Go' list for extracurricular activities or events for a period determined by school administration.

Fifth Incident
- The student's continued enrollment may be reviewed by the Administrative Directors.
- Possible recommendation for expulsion

Egregious Conduct
Consequences for egregious incidents will be at the discretion of the Administrative Director.
Reporting

Students, parents/guardians, and employees are encouraged to report incidents of hate speech or discriminatory conduct promptly to a Teacher, Counselor, Dean, or School Administrator. Reports will be reviewed promptly, and appropriate action will be taken consistently with school policy and applicable law.

Suspension and Expulsion

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

Students are permitted to bring cell phones, smartphones, and other personal electronic devices to campus; however, use of these devices is strictly prohibited during instructional time.

Usage Restrictions

Personal electronic devices may not be used at any time during instructional time, including:

- Inside classrooms
- In hallways
- In stairwells
- In restrooms

These devices may only be used:

- Before school, after school, and during nutrition and lunch breaks
- In the event of an emergency or perceived threat
- When a teacher or administrator grants permission, subject to reasonable limitations
- When a licensed physician deems use necessary for a student's health or well-being
- When use is outlined in a student's Individualized Education Program (IEP)

In-Class Protocol

Upon entering the classroom, students must turn off all personal electronic devices and place them in the designated wall-mounted phone pouch. Devices will remain there for the entire class period. Students are not permitted to take their phones with them to the restroom during class. Headphones, earbuds, smart/meta glasses, and similar accessories are also not permitted for use during instructional time unless specifically authorized by staff.

Consequences of Violating Policy

Violations of this policy may result in the confiscation of the device and the following disciplinary actions:

1. First Offense
   - Device returned to student after school by the Dean's Office
   - Lunch detention assigned

2. Second Offense
   - Device must be picked up by a parent or guardian
   - Lunch detention assigned

3. Third Offense
   - Device must be picked up by a parent or guardian
   - Student will be assigned a lockable phone pouch for up to 5 weeks
   - Dean's Office will review student progress after 2 weeks

Continued violations may lead to additional disciplinary actions, including the loss of school privileges and activities, and may escalate to suspension or expulsion, as outlined in the school's disciplinary policies.

Additional Notes

- Students bring personal electronic devices to school at their own risk.
- The school is not responsible for any lost, stolen, or damaged devices brought to campus or to

Charter School-sponsored events.

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 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.
2. Strapless tops/dresses may not be worn at school, even if an undergarment is underneath the top. Tank tops are allowed.
3. Hoodie sweatshirts are allowed but the student's full face must be visible at all times.
4. All tops must be worn such that private parts, belly buttons, midriffs, and back areas are covered with opaque material.
5. Tops may not reveal visible undergarment, though waistbands or straps on undergarments worn under clothes are allowed to be seen.
6. Tops intended as an undergarment (such as bralette, sport bras and the like) must be covered by an opaque top.
7. Swimwear, leotards or unitards may not be worn to school except as required for athletic practice or performance.
8. 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.
9. 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.
10. Ripped jeans must not allow undergarments or private parts, including any part of the butt, to be visible at any time.
11. Pants, or the equivalent, may not reveal/expose undergarments or private parts.
12. Students must wear shoes.
13. House shoes or slippers may not be worn to school, except as part of a spirit day theme.
14. Headwear may be worn at school. This includes religious coverings.
15. Hats must face straight forward or straight backwards.
16. Headwear may not cover a student's face or ears, except as permitted for religious purposes.
17. Headwear must not interfere with the line of sight of the student or staff.
18. 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.).
19. 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.

20. 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.
21. No clothing or jewelry may be worn or displayed that incorporates symbols or colors that can reasonably interpreted as gang affiliated.
22. 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 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 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 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.

Student lockers, including P.E. lockers, are school property and remain 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 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.

Student's 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

Students will be informed throughout the year based on disciplinary actions and attendance if they are not allowed to attend prom. We ask students (with support from parents/guardians) to please monitor your behavior and attendance daily. Student attendance can be checked via Aeries and should be cleared at https://attendance.schoolriver.com. Parents, please ensure you are signed up for access and clear absences within 5 days of returning.

Prom Attendance Policy*: Students must be below the Chronic Absenteeism state minimum for the number of days enrolled in school. If a student starts school at the beginning of the year, they can miss no more than 18 out of 180 days (whether excused or unexcused) to attend prom. If a student starts later in the year, the number of days a student is allowed to miss is fewer and will be calculated based on start date or 10% of the days enrolled.*

a) No refunds for prom.
b) There are no prom appeals.
c) Students will submit student and guest prom permission slips first before purchasing tickets. Once receiving approval, students will be permitted to purchase a ticket the following week.
d) All guests attending prom must be 20 years of age or under and are the responsibility of the ECRCHS students with whom they are attending the event.
e) Students must have served all detentions assigned and paid all fees and fines.
f) Any student who is subject to significant disciplinary action throughout the 2023-2024 school year, will be ineligible to attend prom.
g) The Administrative Director has the discretion to deny or approve prom attendance.

Be advised policies are subject to administrative changes.

More details can be found in the complete ECRCHS Prom Attendance Policy located in Appendix N.

Alcohol, Tabacco, & 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

For any student who returns to school following a serious or prolonged illness, injury, surgery, or other hospitalization (including psychiatric and drug or alcohol inpatient treatment), we encourage the student and/or his/her/their parent/guardian to provide the school with written permission/consent by a licensed California health care provider that confirms the student's readiness to attend school, as well as any recommendations regarding his/her/their participation in physical activity (P.E. and/or athletic practices and/or competition).

Any student returning to school with sutures (stitches, staples), ace bandages (elastic bandage, sling), casts, crutches, cane, knee scooter, or wheelchair will require a written clearance and release by a licensed healthcare provider with recommendations and/or restrictions related to physical activity, mobility, and safety. Students who come to school without this documentation may be held in the school's Health Office until written verification is obtained from the healthcare provider.

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 the following semester. The school staff may consider an alternative 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 conditions 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 diseases 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.

Physical Examinations and Right to Refuse

A parent/guardian having control or charge of any child enrolled in the Charter School may file annually with the Executive Director 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 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 students’ 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.

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 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 ~~tre~~ the 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, through the website, and through the school’s social media sites.

Gun Free & Weapons Free School

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://www.ecrchs.net/about/comprehensive-school-safety-plan

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

ECRCHS contracts with LAUSD for all 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 the start of asbestos abatement work. The AHERA report is updated every six months and is available for review upon request.

Safe Storage of Firearms

The purpose of this notice is to inform and to remind parents and legal guardians of all students at the Charter School of their responsibility for keeping firearms out of the hands of children as required by California law. There have been many news reports of children bringing firearms to school. In many instances, the child obtained the firearm(s) from his or her home. **These incidents can be easily prevented by storing firearms in a safe and secure manner, including keeping them locked up when not in use and storing them separately from ammunition.**

To help everyone understand their legal responsibilities, this notice spells out California law regarding the storage of firearms. Please take some time to review this notice and evaluate your own personal practices to assure that you and your family are in compliance with California law:

- With very limited exceptions, California makes a person criminally liable for keeping any firearm, loaded or unloaded, within any premises that are under their custody and control where that person knows or reasonably should know that a child is likely to gain access to the firearm without the permission of the child's parent or legal guardian, and the child obtains access to the firearm and thereby (1) causes death or injury to the child or any other person; (2) carries the firearm off the premises or to a public place, including to any preschool or school grades kindergarten through twelfth grade, or to any school-sponsored event, activity, or performance; or (3) unlawfully brandishes the firearm to others.
    - The criminal penalty may be significantly greater if someone dies or suffers great bodily injury because of the child gaining access to the firearm.
- With very limited exceptions, California also makes it a crime for a person to negligently store or leave any firearm, loaded or unloaded, on their premises in a location where the person knows or reasonably should know that a child is likely to gain access to it without the permission of the child's parent or legal guardian, unless reasonable action is taken to secure the firearm against access by the child, even where a minor **never** actually accesses the firearm.
- In addition to potential fines and terms of imprisonment, as of January 1, 2020, a gun owner found criminally liable under these California laws faces prohibitions from possessing, controlling, owning, receiving, or purchasing a firearm for 10 years.
- Finally, a parent or guardian may also be civilly liable for damages resulting from the discharge of a firearm by that person's child or ward.
    - The county or city may have additional restrictions regarding the safe storage of firearms. Thank you for helping to keep our children and schools safe. Remember that the easiest and

safest way to comply with the law is to keep firearms in a locked container or secured with a locking device that renders the firearm inoperable.

Dangers of Synthetic Drugs

The illicit use and abuse of synthetic drugs represents an emerging and ongoing public health threat in California. The fentanyl crisis specifically has impacted communities across the state, leading to a sharp increase in fentanyl poisonings and deaths in recent years.

This notice aims to address the crisis with a preventative approach ensuring students and families are educated on the deadly consequences of recreational drug use.

A synthetic drug is a drug with properties and effects like a known hallucinogen or narcotic but having a slightly altered chemical structure, especially such a drug created in order to evade existing restrictions against illegal substances.

Synthetic drugs include but are not limited to synthetic cannabinoids (“synthetic marijuana,” “Spice,” “K2”), methamphetamines, bath salts, and fentanyl.

The California Department of Public Health (“CDPH”) has expounded on the extreme danger of drugs laced with fentanyl. Illicit fentanyl can be added to other drugs to make them cheaper, more powerful, and more addictive. Illicit fentanyl has been found in many drugs, including heroin, methamphetamine, counterfeit pills, and cocaine. Fentanyl mixed with any drug increases the likelihood of a fatal overdose. Furthermore, it is nearly impossible to tell if drugs have been laced with fentanyl without additional testing, because fentanyl cannot be seen, smelled, or tasted when used as a lacing agent. Social media platforms may be used as a way to market and sell synthetic drugs, such as fentanyl.

Additional information regarding fentanyl from the CDPH’s Substance and Addiction Prevention Branch can be found here.: https://www.cdph.ca.gov/Programs/CCDPHP/sapb/Pages/default.aspx

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 Students Succeed 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 education.
- 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 parent groups, ECR Royal Families, RISE, Padres Latinos, and the Parent Advisory Committee. The purpose of ***ECR Royal Families*** is to enhance the educational experience of students attending El Camino Real Charter High School, by supporting all students in academics, clubs and activities, athletic teams, uplifting visual and performing arts events, and fostering school spirit and pride. ECR Royal Families is committed to supporting school administration to create opportunities for students to thrive and develop their talents in a nurturing and inclusive environment. Through fundraising efforts and volunteer engagement, the aim is to provide resources, mentorship, and meaningful experiences that contribute to their growth and success. The purpose is to actively collaborate with school administration, teachers, and parents, and to build a strong and vibrant educational community that prepares our students for a bright future.

RISE is a parent-led group advocating for all Black Students at El Camino Real Charter HS. With a focus on education, we believe Black students at ECRCHS can exceed expectations while changing the

narrative of underachievement.

English Learner Advisory Committee (ELAC) advises the district on English learners. It reviews expenditure and accountability reports on the use of LCFF funds for English Learners. As one of two LCAP parent advisory committees, ELAC reviews and comments on the draft LCAP and its annual updates.

The purpose of a School Site Council (SSC) is to represent the school community in making decisions about the school's academic program and resources. SSCs are required for all schools that receive federal or state categorical funding. The SSC's responsibilities include setting goals and priorities, making decisions about funding, and gathering input from stakeholders.

Our School Safety Committee is charged with assessing safety conditions at El Camino Real Charter High School. They develop an action plan to address safety in two primary components: school climate and physical environment.

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.

Student Interviews and Investigations

As part of our responsibility to maintain a safe and supportive school environment, the administration may conduct investigations in response to concerns involving student conduct, safety, or violations of school policy. During these investigations, school administrators may need to speak directly with students who are involved or who may have relevant information.

Please note that parental permission is not required for school officials to speak with students during such inquiries. These conversations are part of the school's due diligence in addressing concerns promptly, thoroughly, and in alignment with applicable laws and school policies. Our primary obligation is to ensure the safety and well-being of all students and staff.

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.

Charter School does not discriminate against any person on the basis of sex or gender in the operation, conduct, or administration of community youth athletics programs, or in the allocation of parks and recreation facilities and resources or school and recreation facilities and resources that support or enable these programs.

The Charter School Board of Directors ("Board') shall not refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction or any book or other resource in a school library on the basis that it includes a study of the role and contributions of Native Americans, African Americans, Latino Americans, Asian Americans, Pacific Islanders, European Americans, LGBTQ+ Americans, persons with disabilities, or members of other ethnic, cultural, religious, or socioeconomic status groups.

Instruction and instructional materials shall be factually accurate and align with the adopted curriculum and standards and be consistent with accepted standards of professional responsibility, rather than advocacy, personal opinion, bias, or partisanship. A teacher shall not give instruction and Charter School shall not sponsor any activity that promotes a discriminatory bias on the basis of race or ethnicity, gender, religion, disability, nationality, or sexual orientation, or pursuant to a characteristic listed in Section 220. Discriminatory bias in instruction and school-sponsored activities does not require a showing of direct harm to members of a protected group. Members of a protected group do not need to be present while the discriminatory bias is occurring for the act to be considered discriminatory bias. The Board shall take corrective action if it finds that instruction or school-sponsored activities are discriminatory.

The ~~Charter School~~ Board ~~of Directors~~ shall not adopt or approve the use of any textbook, instructional material, supplemental instructional material, professional development materials, or curriculum for classroom instruction if the use of such would subject a student to unlawful discrimination pursuant to Education Code section 220, or if the professional development materials or services promote, endorse, or otherwise support actions or the use of any textbook, instructional material, supplemental instructional material, or curriculum which would subject a pupil to unlawful discrimination pursuant to Section 220.

If the Board knows or has reason to know that materials were used in a classroom, that professional development materials or services were used, or that an action occurred that violated Education Code section 220, the Board shall investigate and remediate the action, which may include, but is not limited to, the implementation of restorative justice practices. ~~.~~

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.

Pursuant to California law and the California Attorney General's guidance to K-12 schools in responding to immigration issues ("Guidance"), Charter School provides equal access to free public education, regardless of a student's or their parent's or guardian's immigration status or religious beliefs. The complete Guidance, including *Appendix G – Know Your Rights* can be reviewed via the following link: https://oag.ca.gov/sites/all/files/agweb/pdfs/bcj/school-guidance-model-k12.pdf

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:

Director of Human Resources
5440 Valley Circle Blvd.
Woodland Hills, CA 91367
(818) 595-7500

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 Sex-Based 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 based on 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 based on 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 one of our Title IX Coordinator(s), or our UCP Coordinator.

Title IX Coordinators:

Mr. Dean Bennett, d.bennett@ecrchs.net, (818) 595-7506.
Mr. Edgar Ortega, e.ortega@ecrchs.net, (818) 595-8003.
Mrs. Vania Rodriguez, Director of Human Resources v.rodriguez@ecrchs.net; 818 595-7536.

UCP Coordinator:
Mrs. Vania Rodriguez, Director of Human Resources v.rodriguez@ecrchs.net; 818 595-7536.

ECRCHS's complete Title IX 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 Compliant 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 Interim Executive Director, Emilie Larew, or 818 595-7500.

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 incidents. 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 Administrative Director 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

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 Administrative Directors’ 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

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 Administrative Director in charge of counseling, as immediate custodian.
3. Pupil records pertaining to attendance are maintained in the Attendance Office, with the Administrative Director 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 Administrative Director 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 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, 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 caregivers 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:

1. You may refuse to sign the consent form. This LEA is still required to provide special education services at no cost to you.
    a. Information about your child or family is strictly confidential. Your rights are preserved under federal law.
    b. 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.
2. Your consent can be revoked at any time in writing. The LEA:

    a. 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).
    b. May not require you to incur an out-of-pocket expense such as a deductible or co-pay.
    c. May not use your child's benefits if that would:
    d. Decrease available lifetime coverage or any other insured benefit.

3. Result in the family paying for services that would otherwise be covered outside of the time the child is in school.
4. Increase premiums or lead to the discontinuation of benefits or insurance (Medi-Cal).
5. Risk loss of eligibility for home and community-based waivers, based on aggregate health-related expenditures.

Campus Visitors

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 Citizenships 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.

APPENDICES

Appendix A

Computer Usage Policy and Acceptable Use Policy

Link to a sample student AUP signed doc.

Computer Usage Policy and Acceptable Use Agreement

ECRCHS computing resources are provided for student use related to 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 include but are not limited to:

- Computer usage is for school-related work and educational purposes only.
- The user may not change 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 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 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 ("ECRCHS") will attempt to maintain the privacy of all files and electronic mail. However, ECRCHS 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 the law or policies specified in this document.

ECRCHS 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 ECRCHS 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, 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 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:

- To never share passwords, personal data, or private photos online.
- To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
- To consider how it would feel receiving such comments before making comments about others online.

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 tECRCHS, 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 is 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 is also strictly prohibited.

The Executive Director or designee shall oversee the maintenance of 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.

ECRCHS 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.

- ECRCHS will make every effort to maintain backup copies of student files, and restore them when they are lost or damaged. However, ECRCHS 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"), ECRCHS will maintain the privacy of student personal information.
- ECRCHS has the right to monitor all activity on a computer system, including individual sessions.
- ECRCHS has the right to terminate any computer session or print job that is consuming excessive resources, including idle sessions.
- ECRCHS has the right to delete an inactive account.
- ECRCHS has the right to refuse access to any person who has violated the policies in this document or the policies of the school.
- ECRCHS 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.
- ECRCHS has the right to limit student disk space and other available computer resources.
- ECRCHS 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:
- 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;

    - Deleting, copying, modifying, or forging another user's name, files, or data; disguising one's identity, impersonating other users, or sending anonymous email;
    - 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;
    - 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.
    - Accessing, transmitting or downloading large files, including "chain letters" or any type of "pyramid schemes."
- Forwarding personal communication without the author's prior consent.

Engaging in uses that jeopardize access or lead to unauthorized access into another's account or other computer networks, such as:

- Using another's account password(s) or identifier(s);
- Interfering with another user's ability to access their account(s);
- Disclosing anyone's password to others or allowing them to use another's account(s);
- Using any software or proxy service to obscure either the student's IP address or the sites that the student visits;
- Disabling, bypassing, or attempting to disable or bypass any system monitoring, filtering or other security measures;
- 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:

- 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/or software.

Penalties for 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 ECRCHS is able to exercise reasonable control over content created and purchased by ECRCHS, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither 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 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 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 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 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.** Students acknowledge 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. 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. 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 uponuse 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 ECRCHS's network or intentionally damage any Charter School technology resources.

7. **Unauthorized Networks.** Students may not create unauthorized wireless networks to access 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 ECRCHS's Computer Usage Policy and Acceptable Use Agreement and hereby agree to comply with them.

I understand that computer use is a privilege and not a right. I understand that 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. 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: _____

2025-26 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 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. The 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

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:

- Statewide mathematics assessments, including interim and summative assessments through the California Assessment of Student Performance and Progress (“CAASPP”), if available;
- Placement tests that are aligned to state-adopted content standards in mathematics;
- 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;
- Final grade in mathematics on the student’s official, end of the year 8th grade report card;
- 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 parent/legal guardian of any 9th grade student may submit a written request to the Charter School Executive Director, or designee, that:
- 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.

- 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.
- 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.
- 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.
- 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.
- 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.

Appendix C

Independent Study Policy

Independent Study Board 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 High School 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 and programs 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 of up to five learning periods, not to extend past the end of the current school year.~~

4. 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.

5. The Charter School shall provide content aligned to grade level standards that is 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.

6. The Charter School has adopted tiered reengagement strategies* for the following pupils:

- All pupils who are not generating attendance for more than 10 percent of required minimum instructional time over four continuous weeks of the Charter School's approved instructional calendar;
- Pupils found not participatory in synchronous instructional offerings pursuant to Education Code Section 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span; or
- Pupils who are in violation of the written agreement pursuant to Education Code Section 51747(g).

These procedures shall include local programs intended to address chronic absenteeism, as applicable, with at least all of the following:

- Verification of current contact information for each enrolled pupil.
- Notification to parents or guardians of lack of participation within one (1) school day of the recording of a non-attendance day or lack of participation.
- A plan for outreach from the school to determine pupil needs, including connection with health and social services as necessary.
- A clear standard for requiring a pupil-parent-educator conference 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.

7. 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 teacher or teachers of record shall be as follows: each supervising teacher or teacher of record will offer once weekly office hours for one to one, small group, or classroom instruction either in-person, via virtual feed (i.e. Teams), or via telephone. *

8. 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 counselor to discuss the transition of the pupil in a manner which limits the impact on student progress toward graduation requirements. *

9. 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 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. Independent study agreements shall be executed as follows:

a. ~~For a pupil participating in an independent study program that is scheduled for more than 14 school days, each written agreement shall be signed, before the commencement of independent study, by~~Signature on the agreement shall include 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 the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. ~~Beginning in the 2022–23 school year, for a pupil participating in an independent study program that is scheduled for less than 15 school days, each written agreement shall be signed within 10 school days of the commencement of the first day of the pupil's enrollment in 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 the certificated employee~~

~~designated as having responsibility for the special education programming of the pupil, as applicable. 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.~~

~~a.~~b. 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.

c. For a student participating in an independent study program that is scheduled for more than 15 school days, each written agreement shall be signed, before the commencement of independent study.

d. For a student participating in an independent study program that is scheduled for 15 schooldays or fewer, each written agreement shall be signed, during the school year in which the independent study program takes place. The written agreement may be signed at any time during the school year, but it is the intent of the Legislature that parents or guardians of students be provided the agreement at or before the beginning of the school year.

e. For a student participating in an independent study program due to the emergency conditions specified in this policy, each written agreement shall be established within a reasonable amount of time as follows:

i. Where reasonable, given the emergency conditions, the independent study agreement for independent study scheduled for more than fifteen schooldays shall be signed prior to the commencement of independent study. If the emergency conditions make obtaining signatures prior to the commencement of independent study unreasonable, the signature for independent study scheduled for more than fifteen days will be obtained as soon as reasonably possible. For independent study scheduled for fifteen (15) schooldays or fewer under emergency conditions, each written agreement shall be signed during the school year in which the independent study program takes place.

10. El Camino Real Charter High School shall comply with the Education Code Sections 51744 through 51749.3 and the provisions of the Charter School's Act and the State Board of Education regulations adopted there under.

11. The Executive Director may establish regulations to implement these policies in accordance with the law.

* The tiered reengagement strategies, plan for synchronous instruction and live interaction, and plan to transition pupils whose families with to return to in-person instruction shall not apply to:

- Pupils who participate in an independent study program for fewer than 16 schooldays in a school year.

- Pupils enrolled in a comprehensive school for classroom-based instruction who, under the care of appropriately licensed professionals, participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse. Local educational agencies shall obtain evidence from appropriately licensed professionals of the need for pupils to participate in independent study pursuant to this subdivision.

- These sections 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 41422 and/or 46392, and 46393 for which the Charter School files an affidavit seeking an allowance of attendance due to emergency conditions.

Appendix D

Special Education Policy

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 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 to the student's class. A mandatory IEP meeting 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 Administrative Director of Student Support Services, Philipa Vedros 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 click on the Procedural Safeguards link or contact 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.

In accordance with Education Code section 56366.45, the Charter School shall, within fourteen (14) days of becoming aware of any change to the certification status of an NPS or NPA as a state-certified school or agency, inform parents/guardians of pupils who attend the NPS or receive services from the NPA, of the change in certification status. The notice to parents/guardians shall be sent via email or regular mail and include a copy of the procedural safeguards. The Charter School shall maintain a record of the notice and shall make this notice available for inspection upon request of the California Department of Education.

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:

- 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 most of the school day. Students shall not be enrolled in a resource specialist program for most of the school day without approval of the IEP team.

- Providing information and assistance to students with disabilities and their parents/guardians.

- Providing consultation, resource information, and material regarding students with disabilities to their parents/guardians and regular education staff members.
- Coordinating special education services with the regular school programs for each student with disabilities enrolled in the resource specialist program.

- 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.

- At the secondary school level, emphasizing academic achievement, career and vocational development, and preparation for adult life.

- 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:

a. A special education credential or clinical services credential with a special class authorization.

b. 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.

c. 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 security 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 security 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 aid persons with disabilities may be transported in a school bus when accompanied by students with disabilities, 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

Policy, Procedures, And Parent Rights Regarding Identification, Evaluation And Education Under Section 504

A. SECTION 504 POLICY

The Board of Directors of the El Camino Real Charter High School ("ECRCHS" or the "Charter School") recognizes its obligation to identify and evaluate students with disabilities in order to provide them with a free, appropriate public education ("FAPE") and its legal responsibility to ensure that "no qualified person with a disability shall, solely by reason of their 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, which includes 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 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"). An impairment need not prevent or severely restrict a major life activity to be considered "substantially limiting."

The Charter School's Section 504 Coordinator or designee shall ensure that this policy and set of procedures is implemented and followed. RCS will conduct an evaluation in accordance with relevant laws and regulations as well as the procedures below, of any student who, because of a disability, needs or is believed to need regular or special education and/or related aides and services.

ECRCHS shall convene a Section 504 Team meeting to determine the student's need for special education and/or related aids and services. The Section 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. ECRCHS shall invite 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 determines that an assessment is not appropriate a student after a parent has requested an assessment, the Charter School shall provide notice of the parent's/guardian's procedural safeguards and an explanation for the determination. 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 Section 504 plan for the provision of such services to the student. The student shall be educated with nondisabled students to the maximum extent appropriate based on evaluation of the student's individual needs. The student's parent/guardian shall be provided a copy of the Section 504 Plan and notice of procedural safeguards guaranteed by law. ECRCHS shall review the student's progress and placement periodically and prior to any significant change in placement.

ECRCHS prohibits discrimination on the basis of disability or any other characteristic protected under law. ECRCHS will

implement this policy through its corresponding procedures.

B. 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. **Section 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. **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 Coordinator** – The [Philipa Vedros] shall serve as the Charter School's Section 504 Coordinator. The parents or guardians may request a Section 504 due process hearing from or direct any questions or concerns to the Section 504 Coordinator at:

Philipa Vedros
p.vedros@ecrchs.net
818-595-8003

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 they have 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 a disability 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. Upon request, ECRCHS will assist a Parent to put their request for evaluation in writing.

3. The Charter School has the responsibility to ensure that students with disabilities are evaluated. Therefore, it is important that staff who believe a student has or may have a disability promptly refer the student to the Section 504 Coordinator so that the assessment process is initiated.

4. The Section 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 Section 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 individual 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 consultation with the student's parent/guardian, the student's teachers, or other professionals, as appropriate, and analysis of the student's needs. Students requiring assessment shall be provided

appropriate assessments administered by individuals qualified to complete the assessments.

6. The Section 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 Section 504 Team to accurately and completely describe: (a) the nature and extent of the disabilities; (b) the student's individual 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 FAPE. 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. The Section 504 Team must ensure that information obtained from all sources is documented and carefully considered. The Section 504 Coordinator, and any other knowledgeable team members, will confirm that the above-described evaluation documents the information obtained from all sources to allow the Section 504 Team to carefully consider all significant factors related to the student's suspected physical or mental impairment which may be substantially limiting major life activity.

9. 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. The mitigating effects of ordinary eyeglasses/contact lenses shall be considered in determining if the student has a substantial limitation of a major life activity.

10. The determination of whether a student has a disability should not solely rely on

    grades and/or absences.

11. The parents/guardians shall be given an opportunity in advance of 504 Team meetings to examine assessment results and all other relevant records.

11. If a request for evaluation is denied, the Section 504 Team shall inform the parents/guardians in writing of this decision and of their procedural rights as described below.

C. Section 504 Plan

1. When a student is identified as having a disability within the meaning of Section 504, the Section 504 Team shall determine what, if any, services are needed to ensure that the student receives a FAPE.

2. The Section 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 Section 504 Team will develop a Section 504 Plan describing the student's disability and the regular or special education and/or related aids and services needed. The Section 504 Plan will specify how the special education and/or related aids and services will be provided to the eligible student and by whom. The Section 504 Plan will also identify the person responsible for ensuring that all the components of the Section 504 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 Section 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 Section 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 student shall be educated with students who are not disabled to the maximum extent appropriate to their individual needs.

6. The referral, assessment, evaluation and placement process will be completed within a reasonable time. It is generally not reasonable to exceed sixty (60) 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 Section 504 Team determines that the student has a disability but that no special education and/or related aids and services are necessary for the student, the Section 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 education and/or related aids and services are presently needed.

9. The Section 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, or if there is reason to suspect that the student's needs have changed and prior to any change in placement.

10. ECRCHS shall immediately implement a student's prior Section 504 Plan, when a student enrolls at the Charter School. Within thirty (30) calendar days of the student of starting school, ECRCHS shall schedule a Section 504 Team meeting to review the existing Section504 Plan. ECRCHS shall request a copy of the prior Section 504 plan from both the prior school and the parent/guardian.

11. A parent, guardian, or ECRCHS shall have the right to audio record the proceedings of any team meetings held

pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794). The parent or guardian or ECRCHS shall notify the members of the team of the parent's, guardian's, or ECRCHS's intent to audio record a meeting at least 24 hours before the meeting. If ECRCHS initiates the notice of intent to audio record a meeting and the parent or guardian objects or refuses to attend the meeting because it will be audio recorded, the meeting shall not be audio recorded.

D. Review of the Student's Progress

1. The Section 504 Team shall monitor the progress of the eligible student and the effectiveness of the student's Section 504 Plan. According to the review schedule set out in the student's Section 504 Plan, the Section 504 Team shall annually determine whether the student's Section 504 Plan is appropriate.

2. A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement and when there is reason to suspect that the student's needs have changed.

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 Charter 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 following:

Philipa Vedros
p.vedros@ecrchs.net
818-595-7500

5440 Valley Circle Blvd
Woodland Hills, CA 91367

Notifications shall also advise that reimbursement for attorney's fees is available only as authorized by law.

3. The Section 504 Coordinator 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 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, the parent/guardian may request a hearing to initiate due process procedures. The parent/guardian shall set forth in writing their 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, the Charter School 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 Section 504 Coordinator or designee.

6. Within ten (10) calendar days of receiving the parent/guardian's request, the Section 504 Coordinator 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 Section 504 Coordinator or designee.

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) calendar days may be extended for good cause or by mutual agreement of the parent/guardian and Section 504 Coordinator or designee.

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 student 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 general education students 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 student 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 students. 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

ECRCHS will conduct a manifestation determination before implementing a disciplinary removal that will result in a significant change in placement. Within ten (10) school days of a recommendation for expulsion, removal from class or school for longer than ten (10) consecutive school days, a series of removals from class or school that together total more than ten (10) school days in a school year and constitute a pattern of removals 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 Section 504 Team shall review all relevant information in the student's file, including the child's Section 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 Section 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 Section 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 ("BIP") 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 Section 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 Section 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 if the Charter School 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 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 Section 504 Coordinator 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. § 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. § 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.

C. PARENT/STUDENT RIGHTS IN IDENTIFICATION, EVALUATION, ACCOMMODATION AND PLACEMENT

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 their 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 FAPE. 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 your child is found to be eligible under the Individuals with Disabilities Education Improvement Act (IDEA 2004).

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 Charter 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 Charter School'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 the Charter School's Uniform Complaint Policy and Procedures. Please ask the Section 504 Coordinator or designee for a copy of the Charter 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
Seattle Office
Office for Civil Rights
U.S. Department of Education
915 Second Avenue Room 3310
Seattle, WA 98174-1099

Telephone: 206-607-1600
FAX: 206-607-1601; TDD: 800-877-8339
Email: OCR.Seattle@ed.gov

or

U.S. Department of Education
Office for Civil Rights
Lyndon Baines Johnson Department of Education Bldg
400 Maryland Avenue, SW
Washington, DC 20202-1100

Telephone: 800-421-3481
FAX: 202-453-6012; TDD: 800-877-8339
Email: OCR@ed.gov

17. Be free from any retaliation from ECRCHS for exercising any of these rights.

Please contact Philipa Vedros, Section 504 Coordinator, c/o 5440 Valley Circle Blvd Woodland Hills, CA 91367 at 818-595-7500 with any questions regarding the information contained herein.

~~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 have 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

Academic Setting – the regular, educational environment operated by ECRCHS.

Individual with a Disability under Section 504 – An individual who:

- has a physical or mental impairment that substantially limits one or more major life activities;
- has a record of such an impairment; or
- is regarded as having such an impairment.

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.

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.

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.

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.

Physical or Mental Impairment –

- 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
- Any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

504 Coordinators – Counselor Stephen Perry shall serve as the Charter School's Section 504 Coordinator. 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.

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.

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 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 or designee.

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.

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 with 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.

    - 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.
    - 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.

- 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.
- A parent, guardian, or ECRCHS shall have the right to audio record the proceedings of any team meetings held pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794). The parent or guardian or ECRCHS shall notify the members of the team of the parent's, guardian's, or ECRCHS intent to audio record a meeting at least 24 hours before the meeting in writing. If ECRCHS initiates the notice of intent to audio record a meeting and the parent or guardian objects or refuses to attend the meeting because it will be audio recorded, the meeting shall not be audio recorded.

8. Review of the Student's Progress

- 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.
- A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement.

9. Procedural Safeguards

a. 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.

b. 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.
c. 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.
d. If a parent/guardian disagrees with the identification, evaluation or educational placement of a student with disabilities under Section 504, they 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.

10. 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 and/ or review of the 504 Plan by the Executive Director or designee.

a. 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.
b. 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.
c. The parent/guardian and the Charter School shall be afforded the rights to:
    1. 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.
    2. Present written and oral evidence.
    3. Question and cross-examine witnesses.
    4. Receive written findings from the hearing officer.
d. The hearing officer shall issue a written decision within ten (10) calendar days of the hearing.
e. 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.
f. ECRCHS shall not retaliate in any way against parents/guardians or students who exercise any rights under the procedural safeguards and/or Section 504.

11. 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 to 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.

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.

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:

- If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- 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:
    - 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;
    - If the child has a BIP, review the BIP and modify it, as necessary, to address the behavior; and
    - 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.

a. 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.

b. 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:

- 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;
- 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
- 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.

c. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's 504 Team.

d. 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:

- 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 needs special education or related services.
- The parent has requested an evaluation of the child.
- The child's teacher, or other ECRCHS personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the Administrative Director over 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 they 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
    i. 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.

i. 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~~

Office for Civil Rights
U.S. Department of Education
Seattle Office
Office for Civil Rights
U.S. Department of Education
915 Second Avenue Room 3310
Seattle, WA 98174-1099

Telephone: 206-607-1600
FAX: 206-607-1601; TDD: 800-877-8339
Email: OCR.Seattle@ed.gov

or

U.S. Department of Education
Office for Civil Rights
Lyndon Baines Johnson Department of Education Bldg
400 Maryland Avenue, SW
Washington, DC 20202-1100

Telephone: 800-421-3481
FAX: 202-453-6012; TDD: 800-877-8339
Email: OCR@ed.gov

16. Be free from any retaliation from ECRCHS for exercising any of these rights.

Please contact Ms. Philipa Vedros, Administrative Director, Student Support Services, c/o El Camino Real Charter High School, 5440 Valley Circle Boulevard, Woodland Hills, CA 91367, (818) 595-8003, with any questions regarding the information contained herein.

Appendix F

Suicide Prevention Policy

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.

Suicide Prevention Crisis Team

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, ECRCHS created an in-house Suicide Prevention Crisis Team ("SPCT") consisting of administrators, mental health professionals, relevant staff, parents, and middle and high school students. The SPCT includes the following individuals:

1. Stefanie Bero, Intervention Coordinator/School Counselor
2. Rimppi Rai, School Based Therapist
3. Xenia Paniagua, School Counselor
4. Tara Hopkins, School Counselor
5. Lynsey Shano, Parent/School Counselor
6. David Lee, Parent/School Counselor

To ensure the SPCT reflects the student body's perspective, ECRCHS has designated the following volunteer student representatives to provide consultative insights:

1. Sage Bellisi, 12th, Student Representative
2. Jacob Balao 11th, Student Representative

ECRCHS designates the following employees to act as the primary and secondary Suicide Prevention Liaisons to lead the SPCT:

- Primary Liaison: Jessica Friedman, School Psychologist, Student Support Services, (818) 595-8001 j.friedman@ecrchs.net.

- Secondary Liaison: Gayane Mgshyan, School Psychologist, Student Support Services, (818) 595-8008

The functions of the SPCT are to:

- Review mental health related school policies and procedures;
- Provide annual updates on school data and trends;
- Review and revise school prevention policies;
- Review and select general and specialized mental health and suicide prevention training;
- Review and oversee staff, parent/guardian, and student trainings;
- Ensuring the suicide prevention policy, protocols, and resources are posted on the school website;
- Ensure compliance with Education Code section 215;
- Collaborate with community mental health organizations;
- Identify resources and agencies that provide evidence-based or evidence-informed treatment;
- Help inform and build skills among law enforcement and other relevant partners; and
- Collaborate to build community response.

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. Charter School shall ensure that training is available for new hires during the school year.
- 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.

Specialized Professional Development for School-based Mental Health Staff (Screening and/or Assessment

Additional professional development in suicide risk assessment (SRA) and crisis intervention is provided to designated student mental health professionals, including but not limited to school counselors, psychologists, social workers, administrators, and nurses employed by Charter School. Training for these staff is specific to conducting SRAs, intervening during a crisis, de-escalating situations, interventions specific to preventing suicide, making referrals, safety planning, and re-entry.

Specialized Professional Training for targeted School-based mental health staff includes the following components:

- Best practices and skill building on how to conduct an effective suicide risk screening/SRA using an evidence-based, Charter School-approved tool such as; Patient Health Questionnaire 9 (PHQ-9) Depression Scale; BSS Beck Scale for Suicide Ideation ; National Institute of Mental Health (NIMH)'s Ask Suicide-Screening Questions (ASQ) Toolkit; and the Adolescent Suicide Assessment Protocol – 20.
- Best practices on approaching and talking with a student about their thoughts of suicide and how to respond to such thinking, based on school guidelines and protocols.
- Best practices on how to talk with a student about thoughts of suicide and appropriately respond and provide support based on school guidelines and protocols.
- Best practices on follow up with parents/caregivers.
- Best practices on re-entry.

Virtual Screenings for Suicide Risk

Virtual suicide prevention efforts include checking in with all students, promoting access to school and community-based resources that support mental wellbeing and those that address mental illness and give specific guidance on suicide prevention.

Charter School has established a protocol for assigning school staff to connect with students during distance learning and school closures. In the event of a school closure, Charter School has determined a process and protocols to establish daily or regular contact with all students. Staff understand that any concern about a student's emotional wellbeing and/or safety must be communicated to the appropriate school staff, according to Charter School protocols.

Charter School has determined a process and protocols for school-based mental health professionals to establish regular contact with high-risk students, students who are on their caseloads, and those who are identified by staff as demonstrating need. When connecting with students, staff are directed to begin each conversation by identifying the location of the student and the availability of parents or caregivers. This practice allows for the staff member to ensure the safety of the student, particularly if they have expressed suicidal thoughts.

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.
- Charter School shall establish and widely disseminate a referral process to all parents/guardians/caregivers/families, so they are aware of how to respond to a crisis and are knowledgeable about protocols and school, community-based, and crisis resources.
- Community-based organizations that provide evidence-based suicide-specific treatments shall be highlighted on the Charter School's website with treatment referral options marked accordingly.
- Staff autoreplies during vacations or absences shall include links to resources and phone/text numbers so parents and students have information readily available.
- 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. Charter School's referral processes and how they or their children can reach out for help, etc.

Parents/guardians/caregivers are reminded that the Family Educational Rights and Privacy Act ("FERPA") generally protects the confidentiality of student records, which may sometimes include counseling or crisis intervention records. However, FERPA's health or safety emergency provision permits the disclosure of personally identifiable information from a student's education records to appropriate parties, to address a health or safety emergency when the disclosure is necessary to protect the health or safety of the student or other individuals.

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).

Charter School maintains a list of current student trainings, which is available upon request. Charter School has shared school-based supports and self-reporting procedures, so students are able to seek help if they are experiencing thoughts of suicide or if they recognize signs with peers. Although confidentiality and privacy are important, students should understand safety is a priority and if there is a risk of suicide, school staff are required to report. Charter-based mental health professionals are legally and ethically required to report suicide risk. **When reporting suicidal ideation or an attempt, school staff must maintain confidentiality and only share information limited to the risk or attempt**.

Charter School shall establish and widely disseminate a referral process to all students, so they know how to access support through school, community-based, and crisis services. Students shall be encouraged to notify a staff member when they are experiencing emotional distress or suicidal ideation, or when they have knowledge or concerns of another student's emotional distress, suicidal ideation, or attempt.

E. Intervention and Emergency Procedures

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 them 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 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; providing parents/guardians/caregivers/families local emergency numbers for after school and weekend emergency contacts.

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, and refer them to a school-based mental health professional;

- Identify students affected by suicide death but not at risk of imitative behavior;
- Communicate with the larger school community about the suicide death;
- Staff shall not share explicit, graphic, or dramatic content, including the manner of 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.
- Ensure that all communications, documents, materials related to messaging about suicide avoid discussing details about method of suicide, avoid oversimplifying (i.e. identifying singular cause of suicide), avoid sensational language, and only includes clear, respectful, people-first language that encourages an environment free of stigma. As part of safe messaging for suicide, we use specific terminology when referring to actions related to suicide or suicidal behavior:

Use	Do Not Use
"Died by suicide" **or** **"Took their own life"**	**"Committed suicide"** **Note:** Use of the word "commit" can imply crime/sin
"Attempted suicide"	**"Successful" or "unsuccessful"** **Note:** There is no success, or lack of success, when dealing with suicide

- 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 deceased
  - Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide.

H. Student Identification Cards

Charter School will include the telephone numbers on all student identification cards:

- National Suicide Prevention Lifeline/Suicide Crisis Lifeline:
  - Call or Text "988"
  - Call 1-800-273-8255
- National Domestic Violence Hotline: Call 1-800-799-7233
- Crisis Text Line: Text "HOME" to 741741
- Teen Line: Text "TEEN" to 839863
- Trevor Project: Text "START" to 678678
- Trans Lifeline: 1-877-565-8860
- Local suicide prevention hotline telephone number

In addition to listing the above resources on student identification cards, Charter School shall include the following language: "*If you or someone you know is struggling emotionally or having trouble coping, there is help. Students in distress or those who just want to talk about their problems, can call or text the phone numbers listed here for free, confidential support*."

Appendix G

Education for Homeless Children and Youth Policy

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 will work with homeless students and their parent/guardian to ensure that each student 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 necessarily limited to, interscholastic sports. All decisions regarding a homeless student'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.

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. Homeless students have the right to remain in their school of origin following the termination of the child's status as a homeless student as follows:

1. For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.

2. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

If the Charter School operates an intersession program, Charter School shall grant priority access to homeless students. Notwithstanding any other law, if the homeless student will be moving during an intersession period, the pupil's parent, guardian, educational rights holder ("ERH"), Indian custodian[1] in the case of an Indian child, or, if none of the preceding are applicable, an accompanied homeless student themselves shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on nonschooldays, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

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

[1] "Indian custodian" means any Indian person who has legal custody of an Indian child under tribal law or custom or under State law or to whom temporary physical care, custody, and control has been transferred by the parent of such child. *Section 1903 of Title 25 of the United States Code*

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

If 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 ECRCHS, 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 verify that the Charter School is providing the required training to school personnel providing services to youth experiencing homelessness at least annually through the CDE's verification system. (Education Code Section 48852.5(c)(2).)

The Charter School Liaison shall offer training to ECRCHS certificated and classified employees providing services to students experiencing homelessness, including, but not limited to, teachers, support staff, and other school staff who work with pupils, at least annually relating to:

(1) ECRCHS's homeless education program policies; and
(2) Recognition of signs that pupils are experiencing, or are at risk of experiencing, homelessness.

The Charter School Liaison shall inform such employees of the availability of training and the services the Charter School Liaison provides to aid in the identification and provision of services to students who are experiencing, or are at risk of experiencing, homelessness.

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, the length of the student's school enrollment, or, for students with significant gaps in school attendance, the student's age as compared to the average age of students in the third or fourth year of high school may be used, whichever will qualify the student for the exemption.

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 and consult with students who are exempted from the Charter School's additional graduation requirements and the student's ERH. The consultation shall include all of the following:

1. Discussion regarding how any of the requirements that are waived may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution.
2. Discussion and information about other options available to the pupil, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
3. Consideration of the pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption.

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.

If a homeless student who was eligible for an exemption and 1) was not properly notified of the availability of the exemption, or 2) previously declined the exemption pursuant to this Policy, the Charter School shall exempt the student within thirty (30) days of the exemption request, if an exemption is requested by the student or the student's ERH and the student at one time qualified for the exemption, even if the student is no longer homeless.

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 additional graduation requirements by the end of the student's fifth year of high school, the Charter School shall do the following:

1. Consult with the student and the ERH regarding the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements.

2. Consult with the student, and the ERH 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. Consult with and 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 ERH.

5. Consult with the student, and the student's ERH, regarding the student's option to remain in the school of origin.

Through January 1, 2028, upon making a finding that a homeless student **is not reasonably able to complete the Charter School's additional graduation requirements but is reasonably able to complete state coursework requirements specified in Education Code Section 51225.3** within the student's fifth year of high school, the Executive Director or designee shall exempt the pupil from Charter School's graduation requirements and provide pupil the option of remaining in school for a fifth (5th) year to complete the statewide coursework requirements. Charter School shall consult with the homeless student and the ERH regarding all of the following:

1. The pupil's option to remain in school for a fifth year to complete the statewide coursework requirements.

2. How waiving the local educational requirements and remaining in school for a fifth year may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to a institution of higher education.

3. Whether any other options are available to the pupil, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges.

4. The pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements.

If a homeless student is **not** eligible for an exemption in the year in which the pupil transfers between schools, because Charter School makes a finding that the pupil is reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, then Charter School shall do the following:

1. Within the first 30 calendar days of the ***following*** academic year, Charter School shall reevaluate eligibility;

2. Provide written notice to the pupil, the ERH, and the pupil's social worker or probation officer, if applicable, whether the pupil qualifies for an exemption upon reevaluation, based on the course completion status of the pupil at the time of reevaluation, to determine if the pupil continues to be reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school.

3. If, given their course completion status at that time the reevaluation is conducted, the pupil is not reasonably able to complete Charter School additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, the Charter School shall provide written notice to the pupil and the ERH of the pupil's options to:
    i. Receive an exemption from all coursework and other requirements adopted by the governing board body of Charter School that are in addition to the statewide coursework requirements specified in Section 51225.3, **or**

ii. Upon agreement with the ERH, stay in school for a fifth year to complete the Charter School's additional graduation requirements.

The pupil (if not a minor) or the ERH shall have sole discretion whether to accept the exemption, based on the pupil's best educational interests.

Reporting Requirements

Charter School shall report to the California Department of Education ("CDE") annually on the number of pupils who, for the prior school year, graduated with an exemption from the Charter School's graduation requirements that are in addition to the statewide coursework requirements. This data shall be reported for pupils graduating in the fourth year and fifth year cohorts, and shall be disaggregated by cohort, pupil category, race, and disability status. The CDE shall make this data publicly available on an annual basis aligned with other reporting timelines for the California dashboard graduation data.

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 annually while the student is enrolled at the Charter School.

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. ECRCHS' review of its homeless education program policies shall use resources developed by the CDE and posted on the CDE's internet website and resources developed by homeless education technical assistance centers established using funding from the American Rescue Plan Act of 2021.

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.

Complaints of Noncompliance

A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office.

Appendix H

Education for Foster and Mobile Youth Policy

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 has been removed from their home pursuant to Section 309 of the California Welfare and Institutions Code ("WIC").
  2. A child who is the subject of a petition filed pursuant to WIC section 300 or 602 (whether or not the child has been removed from the child's home by juvenile court).
  3. A child who is the subject of a petition filed pursuant WIC section 602, has been removed from the child's home by the juvenile court, and is in foster care.
  4. 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.
  5. 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.[2]
  6. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.

- "*Former juvenile court school student*" 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.

[2] The Charter School shall not require an Indian tribe or tribal court representative to certify that any student is a dependent of an Indian tribe, consortium of tribes, or tribal organization.

- *"Newcomer pupil"* is a person aged 3 to 21 years, who was not born in any of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, and has not been attending one or more schools in any one or more of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, for more than three (3) full academic years.[3]

- *"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 Charter School 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. For a foster youth who is an individual with exceptional needs as defined in Education Code section 56026, "school" as used in the definition of "school of origin" includes a placement in a nonpublic, nonsectarian school as defined in Education Code section 56034, subject to the requirements of Education Code section 56325.

- *"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 Charter School students.

- *"Partial coursework satisfactorily completed"* includes any portion of an individual course, even if the pupil did not complete the entire course.

Within this Policy, foster youth, former juvenile court school students, a child of a military family, a currently migratory child, and a newcomer pupil 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

[3] A "pupil participating in a newcomer program," as defined in Education Code Section 51225.2, as that section read on January 1, 2023, who was enrolled in the Charter School before January 1, 2024, is entitled to the rights of a "newcomer pupil." The Charter School may also, in its discretion, further extend the rights in Education Code Sections 51225.1 and 51225.2 to a "pupil participating in a newcomer program," as defined in Education Code Section 51225.2, as that section read on January 1, 2023.

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
4. 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.
5. When required by law, notify the foster youth's ERH, attorney, county social worker, and the appropriate representative of the county child welfare agency, and an Indian child's ERH, tribal social worker and if applicable, county social worker of the student's expulsion or involuntary removal, and, at least ten (10) calendar days preceding the date of the following:

    - 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 ERH, attorney, county social worker, an Indian child's ERH, tribal social worker and if applicable, county social worker, and the agency representative will be invited to participate.
    - A manifestation determination meeting prior to a change in the foster youth's placement if the change in placement is due to an act for which the recommendation for expulsion is discretionary and the student is a student with a disability under state and federal special education laws. The foster youth's ERH, attorney, county social worker, an Indian child's ERH, tribal social worker and if applicable, county social worker, and the agency representative will be invited to participate.

6. 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. 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.

If the Charter School operates an intersession program, Charter School shall grant priority access to foster youths. Notwithstanding any other law, if the foster youth will be moving during an intersession period, the pupil's educational rights holder, or Indian custodian in the case of an Indian child, shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on nonschooldays, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

Transportation

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 school[1], a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school or agency even if the student did not complete the entire course and shall issue that student full or partial credit for the coursework completed. The credits accepted pursuant to this paragraph shall be applied for enrollment purposes to the same or equivalent course, if applicable, as the coursework completed in the prior public school, juvenile court school, charter school, school in a country other than the United States, or nonpublic, nonsectarian school. For purposes of the official transcript, the credits accepted pursuant to this paragraph shall be added to the credits earned from the same or equivalent course for purposes of calculating the total credits earned for the course but shall separately identify the school and local educational agency in which the credits were earned.

If a Foster and Mobile Youth transfers in or out of Charter School, Charter School shall issue the full and partial credits on an official transcript for the pupil and shall ensure the transcript includes all of the following:

1. All full and partial credits and grades earned based on any measure of full or partial coursework being satisfactorily completed, including a determination of the days of enrollment or seat time, or both, if applicable, at a school of that local educational agency or a prior local educational agency, or any other public school, juvenile court school, charter school, school in a country other than the United States, or nonpublic, nonsectarian school.
2. The credits and grades for each school and local educational agency listed separately so it is clear where they were earned.
3. A complete record of the pupil's seat time, including both period attendance and days of enrollment.

If Charter School has knowledge that the transcript from the transferring local educational agency may not include certain credits or grades for the pupil, it shall contact the prior local educational agency within two business days to request that the prior local educational agency issue full or partial credits pursuant to this paragraph. The prior local educational agency shall issue appropriate credits and provide all academic and other records to Charter School within two business days of the request.If the Foster and Mobile Youth did not complete the entire course, the 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.

[1] For purposes of coursework completed by a student who is a child of a military family, “public school” includes schools operated by the United States Department of Defense.

Applicability of Graduation Requirements

To obtain a high school diploma from 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 newcomer students 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, the length of the student’s school enrollment, or, for students with significant gaps in school attendance, the student’s age as compared to the average age of students in the third or fourth year of high school, may be used, whichever will qualify the student for the exemption. For a newcomer pupil, enrollment in grade 11 or 12, based on the average age of students in the third or fourth year of high school, may be used to determine whether the student is in 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 and Mobile Youth otherwise qualify 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 and consult with a Foster and Mobile Youth and their ERH if the Charter School grants an exemption from the Charter School’s additional graduation requirements. The consultation shall include all of the following:

1. Discussion regarding how any of the requirements that are waived may affect the pupil’s postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution.
2. Discussion and information about other options available to the pupil, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
3. Consideration of the pupil’s academic data and any other information relevant to making an

informed decision on whether to accept the exemption.

A Foster and Mobile Youth who would otherwise be entitled to remain in attendance at the Charter School shall not be required to accept the exemption from additional graduation requirements or be denied enrollment in, or the ability to complete, courses for which the student is otherwise eligible, including courses necessary to attend an institution of higher education, regardless of whether those courses are required for statewide graduation requirements.

If a Foster and Mobile Youth who was eligible for an exemption and 1) was not properly notified of the availability of the exemption, or 2) previously declined the exemption pursuant to this Policy, the Charter School shall exempt the student within thirty (30) days of the exemption request, if an exemption is requested by the student or the student's ERH, and the student at one time qualified for the exemption, even if the student is no longer a Foster and Mobile Youth or the court's jurisdiction of the pupil has terminated.

If 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 Policy, the exemption shall continue to apply after the termination of the court's jurisdiction over the student or after the termination of circumstances which make the student eligible while they are 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 to qualify for an exemption from additional graduation requirements, and no Foster and Mobile Youth or any person acting on behalf of a Foster and Mobile Youth may request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

Upon making a finding that a Foster and Mobile Youth is **reasonably able to complete the Charter School's additional graduation requirements** within the student's fifth year of high school, the Executive Director or designee shall:

- Consult with the student and the student's ERH about 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.
- Consult with the student and the student's ERH about how remaining in school for a fifth year will affect the student's ability to gain admission to a postsecondary educational institution.
- Consult with and provide information to the student and the student's ERH about transfer opportunities available through the California Community Colleges.
- 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.
- For a student identified as a foster youth, consult with the student, and the student's ERH, regarding the student's option to remain in the school of origin.

Through January 1, 2028, upon making a finding that a Foster and Mobile Youth **is not reasonably able to complete the Charter School's additional graduation requirements but is reasonably able to complete state coursework requirements specified in Education Code Section 51225.3** within the student's fifth year of high school, the Executive Director or designee shall exempt the pupil from Charter School's graduation requirements and provide pupil the option of remaining in school for

a fifth (5th) year to complete the statewide coursework requirements.

Charter School shall consult with the Foster and Mobile Youth and their ERH regarding all of the following:

- The pupil's option to remain in school for a fifth year to complete the statewide coursework requirements.
- How waiving the local educational requirements and remaining in school for a fifth year may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to an institution of higher education.
- Whether any other options are available to the pupil, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
- The pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements.

If a Foster and Mobile Youth is **not** eligible for an exemption in the year in which the pupil transfers between schools, or for a newcomer pupil, is not eligible for an exemption in the student's third year of high school, because Charter School makes a finding that the pupil is reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, then Charter School shall do the following:

1. Within the first 30 calendar days of the ***following*** academic year, Charter School shall reevaluate eligibility.

2. Provide written notice to the pupil, the pupil's ERH, and the pupil's social worker or probation officer, if applicable, whether the pupil qualifies for an exemption upon reevaluation, based on the course completion status of the pupil at the time of reevaluation, to determine if the pupil continues to be reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school.

3. If, given their course completion status at that time the reevaluation is conducted, the pupil is not reasonably able to complete Charter School additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, the Charter School shall provide written notice to the pupil and the pupil's ERH of the pupil's options to:

    - Receive an exemption from all coursework and other requirements adopted by the governing board body of Charter School that are in addition to the statewide coursework requirements specified in Section 51225.3, **or**
    - Upon agreement with the pupil's ERH, stay in school for a fifth year to complete the Charter School's additional graduation requirements.

The pupil (if not a minor) or the pupil's ERH shall have sole discretion whether to accept the exemption, based on the pupil's best educational interests.

If a juvenile court youth satisfies the requirements for high school graduation while enrolled at a juvenile court school but has elected to decline the issuance of the diploma for the purpose of taking additional coursework, the Charter School will not prevent the juvenile court youth from enrolling in the Charter School and pursuing additional coursework if requested by the youth or by the youth's

ERH.

Reporting Requirements

Charter School shall report to the California Department of Education ("CDE") annually on the number of pupils who, for the prior school year, graduated with an exemption from the Charter School's graduation requirements that are in addition to the statewide coursework requirements. This data shall be reported for pupils graduating in the fourth year and fifth year cohorts, and shall be disaggregated by cohort, pupil category, race, and disability status. The CDE shall make this data publicly available on an annual basis aligned with other reporting timelines for the California dashboard graduation data. For purposes of this Policy, "pupil category" means the categories of pupils identified in the "Definitions" section of this Policy, above.

Eligibility for Extracurricular Activities

A student who is in foster care whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.

Waiver of Fees for Afterschool Programs

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

Student Searches ~~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 that the student has violated or is violating ~~the~~ law or Charter School rules and regulations. Certainty is not required. Articulable 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~~Curiosity, rumor or hunch is not enough.

- A "*violation of either ~~"the~~ law or Charter School rules and regulations*" includes, but is not limited to, possession of illegal~~,~~ or unauthorized ~~or contraband~~ materials. Illegal~~,~~ or 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~~ Generally

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. Articulable 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.

Searches of Personal Electronic Devices

School officials may not search the student's personal cell phone, smartphone, or other personal electronic device without the student's or their parent/guardian'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 personal electronic device is in violation of Charter School rules or regulations.

Required Conduct of Searches~~:~~

Additionally, any search of a student and/or of their personal effects shall be:

1. 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.~~;
2. Conducted out of the presence of other students to maintain student confidentiality~~.~~;
3. Conducted in a manner that does not involve:
    a. ~~A~~Conducting 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.
4. Documented 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 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 and/or vaping devices.

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 spacespaces, 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 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 the 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 through the use of trained dogs as described above.

Administrative Searches

ECRCHS may conduct certain administrative searches of students and their belongings without individualized suspicion, provided the search is conducted pursuant to a neutral, uniformly applied policy designed to promote school safety. Such searches may include the use of metal detectors, wand searches, random locker inspections, and random bag or backpack checks. These searches are not directed at any particular student but are instead applied on a uniform, non-discriminatory basis to all students, or to a randomly selected group, as a general safety measure and in response to a systemic, schoolwide health or security threat (e.g. widespread use or sale of drugs, or known/suspected possession of weapons). ECRCHS officials shall ensure that administrative search procedures are implemented consistently and without regard to a student's race, ethnicity, gender, religion, or any other protected characteristic.

When conducting administrative searches, ECRCHS officials should endeavor to use the least intrusive means reasonably necessary to achieve the safety objective. ECRCHS may conduct metal detector screenings and wand searches by appropriately trained school personnel or authorized security staff. Where a metal detector or wand search indicates the presence of a prohibited item, ECRCHS officials may conduct a more targeted search of the student's belongings consistent with the reasonable suspicion standard.

Students who refuse to submit to an administrative search conducted pursuant to this policy may be subject to disciplinary action pursuant to ECRCHS policies and may be denied entry to the school campus or a specific school event. All administrative searches shall be documented, including the date, location, scope of the search, personnel involved, and any items discovered or confiscated.

Canine Searches

ECRCHS 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.~~ illegal substances. Trained detection dogs may sniff all unaccompanied locations, including, but not limited to: lockers, student use areas, vehicles, unattended backpacks and other student ~~belonging~~belongings, and other inanimate objects throughout school property. Prior to initiating a search, Charter School officials ~~must~~should 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~~constitutes reasonable suspicion, authorizing school officials to search the area or other inanimate ~~object~~objects 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~~,~~ or Unauthorized, ~~or Contraband~~ Materials

If a lawfully conducted search yields illegal~~,~~ or unauthorized, ~~or contraband~~ materials, such materials~~, such materials shall~~ may be turned over to the proper legal authorities for ultimate disposition as appropriate.

D**iscipline**

If illegal~~,~~ or 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~~officials may notify law enforcement authorities if any search and/or seizure results in the discovery of illegal ~~contraband.~~materials.

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 other school 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.~~

~~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.~~

Appendix J

Universal Free Meals Policy

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.

Definitions

"Schoolday" means any day that pupils in kindergarten or any of grades 1 to 12, inclusive, are present at a schoolsite or school facility for purposes of instruction or educational activities, as defined in Section 49010, including, but not limited to, pupil attendance at minimum days, state-funded preschool, transitional kindergarten, summer school including incoming kindergarten pupils, extended school year days, school-sponsored field trips, independent study when a pupil is onsite during the schoolday, and Saturday school sessions.

"Nutritionally adequate breakfast" is one that qualifies for reimbursement under the most current meal pattern for the federal School Breakfast Program ("SBP"), as defined in Section 220.8 of Title 7 of the Code of Federal Regulations.

"Nutritionally adequate lunch" is one that qualifies for reimbursement under the most current meal pattern for the federal National School Lunch Program ("NSLP"), as defined in Section 210.10 of Title 7 of the Code of Federal Regulations.

Universal Free Meals

Commencing with the 2024-2025 school year, Charter Schools, including our, shall provide two (2) nutritionally adequate meals to each student who requests a meal without consideration of the student's eligibility for a federally funded free or reduced- price meal, with a maximum of one free meal per meal service (breakfast and lunch) each school day. This shall apply to all pupils in kindergarten through grade twelve (12).

Application and Notification

If the Charter School participates in the National School Lunch Program and/or federal School Breakfast Program, the Charter School will continue to collect meal application forms aligned with federal regulations. However, regardless of eligibility for free or reduced-price meals, ALL students who request meals will receive meals free of charge, consistent with this Policy and Education Code Section 49501.5. The Executive Director or designee shall ensure that the application form for school meals and related materials include the following statements:

a. Applications for school meals may be submitted at any time during a school day.

b. Regardless of federal eligibility for free or reduced-price meals pursuant to NSLP and/or SBP, ALL students who request a meal will receive meals free of charge.

c. Children participating in the federal NSLP and/or SBP 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:

a. A notification that the child may qualify for free or reduced-cost health coverage.

b. A request for the applicant's consent for the child to participate in the Medi-Cal program, if eligible, 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.

c. 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.

d. 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.

e. 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.

f. 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 school 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. The link is provided below: https://secure.ezmealapp.com/ApplicationScreen.aspx?cid=ZGE3NWM0ODEtNWNiMy00NDU0LTkyOTAtYmJjODI0NzFlNDY0

2. Require completion of only those questions necessary for determining eligibility.
3. Include a clear statement that regardless of federal eligibility for free or reduced- price meals pursuant to NSLP and/or SBP, ALL students who request a meal will receive meals free of charge.
4. Include clear instructions for families that are homeless or migrant.
5. Comply with the privacy rights and disclosure protections Public Laws 113-79 and 105-277.
6. 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.

ECRCHS shall ensure that a pupil is not denied an available reimbursable meal of the pupil’s choice and is not shamed or treated differently from other pupils due to the pupil’s eligibility for a federally reimbursable free or reduced-price meals. This paragraph does not prohibit ECRCHS from serving an alternative reimbursable meal to a pupil who may need one for dietary or religious reasons, or as a regular menu item.

If ECRCHS is required to provide to the California Department of Education or to the United States Department of Agriculture a copy of the meal charge policy required pursuant to memorandum SP 46-2016 issued by the United States Department of Agriculture, ECRCHS shall make that policy public.

ECRCHS personnel and volunteers who serves nutritionally adequate meals to pupils during the instructional day shall not allow any disciplinary action that is taken against a pupil to result in the denial or delay of a nutritionally adequate breakfast or a nutritionally adequate lunch, as defined in Section 49553, to that pupil.

ECRCHS shall not take any action directed at a pupil to collect school meal fees.

Direct Certification

Although every family should submit an application for school meals, in certain circumstances, ECRCHS may be able to determine student eligibility without further application. ECRCHS shall directly certify as eligible the following students:

- 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.

- 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.

- Any child who is a member of a household that receives the assistance of a Food Distribution program on Indian Reservations.

- Any child identified as a foster, migrant, homeless or runaway youth, as defined by the California Education Code.

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.

Confidentiality/Release of Records

All applications and records related to school meals 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 the universal meals program for the following purposes:

- Disaggregation of academic achievement data
- 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:

- 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.
- The public release of information regarding individual student participation in a free or reduced-price meal program is not permitted.
- All other confidentiality requirements imposed by law or regulation are met.

Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, Charter School is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that

administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: https://www.usda.gov/sites/default/files/documents/ad-3027.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
fax:
(833) 256-1665 or (202) 690-7442; or
email:
Program.Intake@usda.gov

Charter School is an equal opportunity provider.

Prototype Household Application for Free and Reduced Price School Meals

Complete one application per household. Please use a pen (not a pencil).

APPLY ONLINE:
RETURN TO (School/District Name):
ADDRESS:

STEP 1 List ALL children, infants, and students up to and including grade 12. Attach another sheet of paper if you need space for more names.

List ALL children in the household. Do not forget to list infants, children attending other schools, children not in school, and children not applying for benefits. This includes children not related to you in your household.

Child's First Name	MI	Child's Last Name	Grade	Check all that apply: Foster Child	Migrant	Runaway	Homeless
				☐	☐	☐	☐
				☐	☐	☐	☐
				☐	☐	☐	☐
				☐	☐	☐	☐

If you checked any of these boxes, please refer to the Application Instruction's Step 1: Part C & Part D.

STEP 2 Do any household members (including you) participate in: SNAP, TANF, or FDPIR?

☐ **NO** → Go to STEP 3. ☐ **YES** → Write case number here and proceed to STEP 4.

CASE NUMBER (NOT EBT NUMBER):

Write only one case number in this space.

STEP 3 List ALL household members and income for each member (before taxes and deductions)

A. All Adult Household Members (Anyone who is living with you and shares income and expenses, even if not related, including you.)

List all Adult Household Members not listed in STEP 1 (including yourself) even if they do not receive income. For each Household Member listed, if they receive income, report total gross income (before taxes and deductions) for each source in whole dollars (no cents) only. If they do not receive income from any source, write '0'. If you enter '0' or leave any fields blank, you are certifying (promising) that there is no income to report.

Name of Adult Household Members (First and Last)	Earnings from Work	How often received? Weekly	Every 2 Weeks	2x Month	Monthly	Annual	Public Assistance, Child Support, Alimony	How often received? Weekly	Every 2 Weeks	2x Month	Monthly	Pensions, Retirement, Social Security, SSI, VA Benefits, All Other	How often received? Weekly	Every 2 Weeks	2x Month	Monthly
	$	○	○	○	○	○	$	○	○	○	○	$	○	○	○	○
	$	○	○	○	○	○	$	○	○	○	○	$	○	○	○	○
	$	○	○	○	○	○	$	○	○	○	○	$	○	○	○	○
	$	○	○	○	○	○	$	○	○	○	○	$	○	○	○	○
	$	○	○	○	○	○	$	○	○	○	○	$	○	○	○	○

Total Household Members (Children and Adults) ☐

Last Four Numbers of Social Security Number of Primary Wage Earner or other Adult Household Member (If Applicable) ☐☐☐☐

Check if no Social Security Number ☐

Please see application's back for list of income sources.

B. Child Income

Sometimes children in the household earn or receive income.
Include the TOTAL income (before taxes and deductions) received by ALL children listed in STEP 1 here.

Child Income $ ☐ How often received? ○ Weekly ○ Every 2 Weeks ○ 2x Month ○ Monthly ○ Annual

STEP 4 Contact information and adult signature.

RETURN COMPLETED FORM TO YOUR CHILD'S SCHOOL: Insert school address here

"I certify (promise) that all information on this application is true and that all income is reported. I understand that this information is given in connection with the receipt of Federal funds, and that school officials may verify (confirm) the information. I am aware that if I purposely give false information, my children may lose meal benefits, and I may be prosecuted under applicable State and Federal laws."

Print Name of Adult Signing the Form	Signature of Adult	Today's Date

Mailing Address (if available)	City	State	Zip	Phone (optional)	Email (optional)

Return completed form to your child's school.

SOURCES AND EXAMPLES OF INCOME

For additional information on income, please refer to the instructions that accompany this application.

Sources of Income			Examples of Income for Children
Earnings from Work	**Public Assistance/Alimony/ Child Support**	**Pensions/Retirement/ All other sources of income**	
• Salary, wages, cash bonuses, tips, commissions • Net income from self-employment (farm or business) **If you are in the U.S. Military:** • Basic pay and cash bonuses (do NOT include combat pay, FSSA, or privatized housing allowances) • Allowances for off-base housing, food, and clothing	• Unemployment benefits • Workers' compensation • Supplemental Security Income (SSI) • Cash assistance from State or local government • Alimony payments • Child support payments • Veterans benefits • Strike benefits	• Social Security/Disability (including railroad retirement and black lung benefits) • Private Pensions or disability benefits • Income from trusts or estates • Annuities • Investment income • Earned interest • Rental income • Regular cash payments from outside household	• A child has a regular full or part-time job where they earn a salary or wages • A child is blind or disabled and receives Social Security benefits • A parent is disabled, retired, or deceased, and their child receives Social Security benefits • A friend or extended family member regularly gives a child spending money • A child receives regular income from a private pension fund, annuity, or trust

OPTIONAL

Children's ethnic and racial identities. This information is kept confidential and may be protected by the Privacy Act of 1974.

We are required to ask for information about your children's race and ethnicity. This information is important and helps to make sure we are fully serving our community. Responding to this section is optional and does not affect your children's eligibility for free or reduced price meals.

Ethnicity (check one): ☐ Hispanic or Latino (A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish Culture or origin, regardless of race) ☐ Not Hispanic or Latino

Race (check one or more): ☐ American Indian or Alaska Native ☐ Asian ☐ Black or African American ☐ Native Hawaiian or Other Pacific Islander ☐ White

Return this completed form to your child's school. *Do not mail, fax, or email completed applications to the U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights.

DO NOT FILL OUT

For school use only.

Annual Income Conversion: Weekly × 52, Every 2 Weeks × 26, Twice a Month × 24, Monthly × 12. Do not annualize income to determine eligibility unless more than one income frequency is listed.

Total Income _____ How often? ○ Weekly ○ Every 2 Weeks ○ 2x Month ○ Monthly ○ Annual

Household size _____ Categorical Eligibility ☐ Eligibility ○ Free ○ Reduced ○ Denied

_____ Determining Official's Signature _____ Date _____ Confirming Official's Signature _____ Date _____ Verifying Official's Signature _____ Date

Use of Information Statement

The Richard B. Russell National School Lunch Act requires that we use information from this application to see who qualifies for free or reduced price meals. We can only approve complete forms. We may share your eligibility information with education, health, and nutrition programs to help them deliver program benefits to your household. Inspectors and law enforcement may also use your information to make sure that program rules are met.

Please be sure to provide the last four numbers of the Social Security number of the adult household member who signs the application. If the adult does not have one, 'Check if no Social Security Number.' Applications for a foster child do not need to list a Social Security number. Applications for children in households receiving Supplemental Nutrition Assistance Program (SNAP) or Temporary Assistance for Needy Families (TANF) or Food Distribution Program on Indian Reservations (FDPIR) do not need to list a Social Security number. Some children qualify for free meals without an application. Please contact your school to get free meals for a foster child, and children who are homeless, migrant, or runaway.

The contact information below is solely to file a complaint of discrimination

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity. Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: **https://www.usda.gov/sites/default/files/documents/ad-3027.pdf,** from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

*MAIL: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410

FAX: (833) 256-1665 or (202) 690-7442; or
EMAIL: program.intake@usda.gov

***Do not mail applications to this address, only complaints of discrimination.**

Return completed form to your child's school.

This institution is an equal opportunity provider.

Prototipo de solicitud para familias de comidas gratis o a precio reducido para el año 2016-2017

Realice la solicitud en línea en www.abcdefgh.edu

Rellene una solicitud por vivienda. Utilice un bolígrafo (no un lápiz).

PASO 1 Enumerar a TODOS los miembros de la vivienda que sean bebés, niños y estudiantes hasta el 12.° grado inclusive (si se requieren más espacios para nombres adicionales, adjunte otra hoja de papel)

Definición de **miembro de la vivienda:** "Cualquier persona que viva con usted y comparta ingresos y gastos, aunque no estén emparentados".

Los niños en **régimen de acogida** y los que encajan en la definición de **personas sin hogar, migrantes** o **fugados** tienen derecho a recibir comidas gratis. Lea **Cómo solicitar comidas escolares gratis o a precio reducido** para obtener más información.

Nombre del niño	Inicial del segundo nombre	Apellido del niño	Grado	¿Estudiante? Sí	¿Estudiante? No	Niño en régimen de acogida	Sin hogar, migrante, fugado
				☐	☐	☐	☐
				☐	☐	☐	☐
				☐	☐	☐	☐
				☐	☐	☐	☐
				☐	☐	☐	☐

Marque todo lo que corresponda

PASO 2 ¿Algún miembro de su vivienda (incluido usted) participa actualmente en uno o más de los siguientes programas de ayuda: ¿SNAP, TANF o FDPIR?

En caso NEGATIVO > Vaya al PASO 3. **En caso AFIRMATIVO >** Escriba aquí un número de expediente y vaya al PASO 4 (No rellene el PASO 3)

Número de expediente:

Escriba solo un número de expediente en este espacio.

PASO 3 Declarar los ingresos de TODOS miembros de la vivienda (Omita este paso si su respuesta es "Sí" en el PASO 2)

¿No está seguro de qué ingresos incluir aquí?

Dele la vuelta a la página y consulte las listas tituladas "Fuentes de ingresos" para obtener más información.

La lista "Fuentes de ingresos de niños" le ayudará en la sección Ingresos del niño.

La lista "Fuentes de ingresos de adultos" le ayudará en la sección Todos los miembros adultos de la vivienda.

A. Ingresos del niño

A veces, los niños de la vivienda tienen ingresos. Incluya los ingresos TOTALES obtenidos por todos los miembros de la vivienda enumerados en el PASO 1 aquí.

Ingresos del niño $ ☐☐☐☐ ¿Con qué frecuencia? Semanales ○ Quincenales ○ Bimensuales ○ Mensuales ○

B. Todos los adultos miembros de la vivienda (incluido usted)

Enumere a todos los miembros de la vivienda que no aparezcan en el PASO 1 (incluido usted), aunque no reciban ingresos. Por cada miembro de la vivienda enumerado, si reciben ingresos, declare el ingreso total bruto (antes de impuestos) por cada fuente en dólares en números enteros (sin centavos) solamente. Si no reciben ingresos de ninguna fuente, escriba '0'. Si escribe "0" o deja algún campo en blanco, está certificando (prometiendo) que no hay ingresos que declarar.

Nombres de los miembros adultos de la vivienda (nombre y apellido)	Ingresos profesionales	¿Con qué frecuencia? Semanales / Quincenales / Bimensuales / Mensuales	Ayuda pública/ manutención infantil / pensión alimenticia	¿Con qué frecuencia? Semanales / Quincenales / Bimensuales / Mensuales	Pensión/jubilación/ otros	¿Con qué frecuencia? Semanales / Quincenales / Bimensuales / Mensuales
	$	○ ○ ○ ○	$	○ ○ ○ ○	$	○ ○ ○ ○
	$	○ ○ ○ ○	$	○ ○ ○ ○	$	○ ○ ○ ○
	$	○ ○ ○ ○	$	○ ○ ○ ○	$	○ ○ ○ ○
	$	○ ○ ○ ○	$	○ ○ ○ ○	$	○ ○ ○ ○
	$	○ ○ ○ ○	$	○ ○ ○ ○	$	○ ○ ○ ○

Total de miembros de la vivienda (Niños y adultos) ☐☐

Últimos cuatro dígitos del número de la Seguridad Social (SSN - Social Security Number) del sustento principal u otro miembro adulto de la vivienda X X X X X ☐☐☐☐

Marque si no tiene SSN ☐

PASO 4 Información de contacto y firma de un adulto

"Certifico (prometo) que toda la información de esta solicitud es veraz y que he declarado todos los ingresos. Entiendo que esta información se da en relación con la recepción de fondos federales, y que las autoridades escolares pueden verificar (comprobar) la información. Soy consciente de que si he dado información falsa con conocimiento de causa, mis niños pueden perder la prestación de alimentación y se me podría procesar con arreglo a las leyes federales y estatales pertinentes".

Dirección (si está disponible) | Apartamento n.° | Ciudad | Estado | Código postal | Teléfono durante el día y correo electrónico (opcional)

Nombre del adulto que firma el formulario | Firma del adulto | Fecha de hoy

INSTRUCCIONES Fuentes de ingresos

Fuente de ingresos de niños

Fuentes de ingreso del niño	Ejemplo(s)
- Ingresos profesionales	- Un niño tiene un trabajo fijo a tiempo completo o parcial en el que gana un sueldo o salario
- Seguridad Social - Pagos por discapacidad - Beneficios al supérstite	- Un niño es ciego o discapacitado y recibe prestaciones de la Seguridad Social - Uno de los padres es discapacitado, está jubilado o ha fallecido, y su niño recibe prestaciones de la Seguridad Social
- Ingresos de una persona ajena a la vivienda	- Un amigo u otro familiar da regularmente dinero al niño
- Ingresos de cualquier otra fuente	- Un niño recibe ingresos regulares de un fondo de pensiones privado, anualidad o fideicomiso

Fuente de ingresos de adultos

Ingresos profesionales	Ayuda pública / pensión alimenticia / manutención infantil	Pensión / jubilación / otros
- Sueldo, salario, bonos en efectivo - Ingresos netos como autónomo (granja o negocio) Si está en el Ejército de Estados Unidos: -Sueldo básico y bonos en efectivo (NO incluya el pago de combate, FSSA o subsidios de vivienda privatizados) - Subsidios por vivienda fuera de la base, alimentación y ropa	- Prestación por desempleo - Indemnización laboral - Ingresos de seguridad suplementarios (SSI - Supplemental Security Income) - Ayuda económica del estado o gobierno local - Pagos de pensión alimenticia - Pagos de manutención infantil - Prestaciones para los veteranos - Prestación por huelga	- Seguridad Social (incluidas las prestaciones de jubilación de empleados ferroviarios y por neumoconiosis) - Pensiones privadas o prestación por discapacidad - Ingresos regulares de fideicomisos o bienes inmuebles - Anualidades - Ingresos de inversión - Intereses ganados - Ingresos de alquiler - Pagos regulares en efectivo ajenos a la vivienda

OPCIONAL Identidad étnica y racial de los niños

Estamos obligados a solicitar información sobre la raza de sus niños y su origen étnico. Esta información es importante y ayuda a garantizar que servimos completamente a nuestra comunidad. Responder a esta sección es opcional y sus niños seguirán teniendo derecho a solicitar comidas escolares gratis o a precio reducido.

Grupo étnico (marque uno): ☐ Hispano o latino ☐ No hispano o latino

Raza (marque una o más): ☐ Indio americano o nativo de Alaska ☐ Asiático ☐ Negro o afroamericano ☐ Nativo de Hawái u otra isla del Pacífico ☐ Blanco

La **ley nacional de comidas escolares Richard B. Russell** requiere esta información en esta solicitud. No está obligado a dar esta información, pero si no lo hace, no podemos autorizar que sus niños reciban comidas gratis o a precio reducido. Debe incluir los últimos cuatro dígitos del número de la Seguridad Social del miembro adulto de la vivienda que firma la solicitud. No son obligatorios los últimos cuatro dígitos del número de la Seguridad Social cuando realiza la solicitud en nombre de un niño en régimen de acogida o si proporciona un número de expediente de Supplemental Nutrition Assistance Program (SNAP - Programa de asistencia de nutrición complementaria), Temporary Assistance for Needy Families (TANF - Asistencia temporal para familias necesitadas) Program or Food Distribution Program on Indian Reservations (FDPIR - Programa de distribución de alimentos en reservas indias) u otro identificador FDPIR de su niño, o cuando indica que el miembro adulto de la vivienda que firma la solicitud no tiene un número de la Seguridad Social. Usaremos su información para determinar si su niño tiene derecho a recibir comidas gratis o a precio reducido, y la administración y ejecución de los programas de comida y desayuno. PODEMOS compartir esta información con los programas de educación, salud y nutrición para ayudarlos a evaluar, financiar o determinar las prestaciones de sus programas, auditores para revisar los programas, y agentes del orden público para ayudarlos a investigar violaciones de las normas del programa.

De acuerdo con la ley federal de derechos civiles y los reglamentos y políticas de derechos civiles del Departamento de Agricultura de EE. UU. (USDA - U.S. Department of Agriculture), el USDA, sus organismos, oficinas y empleados, y las instituciones que participan o administran los programas del USDA tienen prohibido discriminar por motivos de raza, color, origen étnico, sexo, discapacidad, edad o tomar represalias o venganza por actividades anteriores a los derechos civiles en cualquier programa o actividad llevada a cabo o financiado por el USDA.

Las personas con discapacidad que requieran medios alternativos de comunicación para informarse del programa (por ejemplo, braille, letra grande, cinta de audio, lengua americana de signos, etc.) deben ponerse en contacto con el organismo (estatal o local) donde solicitaron sus prestaciones. Las personas sordas o con problemas de audición o deficiencias en el habla pueden ponerse en contacto con el USDA a través del Federal Relay Service (servicio federal de transmisiones) en el (800) 877-8339. Además, puede encontrar información del programa en otros idiomas además del inglés.

Para presentar una queja por discriminación contra el programa, rellene el formulario de quejas por discriminación contra el programa de USDA, (USDA Program Discrimination Complaint Form - AD-3027) disponible en línea en: http://www.ascr.usda.gov/complaint_filing_cust.html, y en cualquier oficina del USDA, o escriba una carta dirigida al USDA con toda la información solicitada en el formulario. Para solicitar una copia del formulario de queja, llame al (866) 632-9992. Envíe el formulario rellenado o carta al USDA por:

correo: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410

fax: (202) 690-7442; o

correo electrónico: program.intake@usda.gov.

Esta institución aplica el principio de igualdad de oportunidades.

No rellenar Para uso exclusivo del colegio

Annual Income Conversion: Weekly x 52, Every 2 Weeks x 26, Twice a Month x 24 Monthly x 12

Total Income

How often? Weekly | Bi-Weekly | 2x Month | Monthly

Household size

Categorical Eligibility ☐

Eligibility: Free | Reduced | Denied

Determining Official's Signature | Date

Confirming Official's Signature | Date

Verifying Official's Signature | Date

Appendix K

Transportation Safety Plan

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.

Determining Whether a Student Requires an Escort

If the school site or school activity destination is located on the opposite side of the street of the actual bus stop, then ECRCHS and California Vehicle Code section 22112(d) require the student to be physically escorted by the bus driver across that street and under the bus drivers' direction and supervision. The bus driver will be required to activate the school bus red flashing crossover lights and if so equipped, the stop arm, and physically get out of the bus to assist the students safely across the street. ECRCHS requires ALL students who cross the street, be physically escorted by the bus driver with crossover lights and signs being activated.

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 kids, 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.
    i. The driver will confer with the ECRCHS teacher/head chaperone regarding the time and location where the group will assemble to reload the bus.
    ii. 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.
    iii. 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 they 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 left on 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 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 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 Students who were not Previously Transported in a School Bus

Upon registration, the parents/guardians of students who were not previously transported in a school bus or school activity bus and who are in kindergarten through grade 6, inclusive, shall be provided with written information on school bus safety. This information shall include, but not be limited to, the following:

1. A list of school bus stops near the student's home.
2. General rules of conduct at school bus loading zones, such as:
    a. While waiting for the school bus to arrive, students must stand single file in an orderly and well-behaved line.
    b. Students are not to play in or be in the street or private property.
    c. Students shall be on the proper side of the street before the bus arrives at the bus stop.
    d. Students should arrive at their bus stop five minutes prior to the scheduled leaving time.
    e. If the student is late and needs to cross the street that the bus is stopped on, the student must wait for the bus driver to escort the student across the street.
    f. Students should not approach the bus until it comes to a complete stop at the stop;
    g. Students should board and exit the bus in an orderly fashion, with no pushing or shoving.
    h. Students should understand the bus driver is in charge at all times, and students should follow the bus driver's directions.
    i. The driver will immediately activate the red flashing crossover lights and stop arm if so equipped.
    j. Animals, birds, reptiles, fish, insects, breakable containers, weapons, or any object or substance that could be hazardous will not be transported on the bus.
3. Red light crossing instructions, consistent with this Plan.
4. School bus danger zone(s).
5. Walking to and from school bus stops.

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.

Operation of School Bus or School Activity Bus when Visibility Reduced to 200 Feet or Less

Pursuant to Vehicle Code section 34501.6, ECRCHS is required to adopt procedures that limit the operation of school buses and school activity buses when atmospheric conditions reduce visibility on the roadway to 200 feet or less during regular home to school transportation service. Bus drivers of school activity buses shall have the authority to discontinue school activity bus operation if the driver determines that it is unsafe to continue operation because of reduced visibility.

For purposes of this Plan, the procedures for school bus drivers shall be as follows:

1. The school bus driver will notify the [Administrative Directors, Edgar Ortega or Minita Clark that atmospheric conditions have reduced visibility to 200 feet or less.
2. The Administrative Directors, -Edgar Ortega or Minita Clark may consult with legal counsel as needed.
3. The Administrative Directors, Edgar Ortega or Minita Clark may direct that school bus activity will be suspended or delayed for a minimum of one (1) hour through an indefinite suspension or delay if required by the conditions. The length of time for the suspension or delay of school bus services shall be at the discretion of the [Administrative Directors, Edgar Ortega or Minita Clark.

Appendix L

Title IX Policy Prohibiting Harassment on the Basis of Sex

TITLE IX POLICY PROHIBITING DISCRIMINATION ON THE BASIS OF SEX

This Title IX Policy Prohibiting Discrimination on the Basis of Sex ("Policy") contains the policies and grievance procedures of El Camino Real Charter High School ("ECR") to address sex discrimination, including but not limited to sexual harassment, occurring within ECR's education program or activity.

ECR does not discriminate on the basis of sex and prohibits any acts of sex discrimination in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq*.) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.[4]

This Policy applies to conduct occurring in ECR's education programs or activities including but not limited to incidents occurring on the school campus, during school-sponsored events and activities regardless of the location, and through school-owned technology, whether perpetrated by a student, parent/guardian, employee, volunteer, independent contractor or other person with whom ECR does business.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 (hereinafter collectively referred to as "Title IX") may be referred to the ECR Title IX Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Definitions

Prohibited Sex Discrimination

Title IX and California law prohibit discrimination on the basis of sex, including sex-based harassment and differences in the treatment of similarly situated individuals on the basis of sex with regard to any aspect of services, benefits, or opportunities provided by ECR.

Prohibited Sexual Harassment

Under Title IX, "sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

- An employee of ECR conditioning the provision of an aid, benefit, or service of ECR on an individual's participation in unwelcome sexual conduct;
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to ECR's education program or activity; or
- "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

Under California Education Code section 212.5, sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through ECR.

Examples of conduct that may fall within the Title IX or the Education Code definition of sexual harassment, or both:

- Physical assaults of a sexual or sex-based nature, such as:

[4] ECR complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports and complaints of misconduct prohibited by this Policy.

  - Rape, sexual battery, molestation or attempts to commit these assaults.
  - Intentional physical conduct that is sex-based or sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, poking another's body, violence, intentionally blocking normal movement or interfering with work or school because of sex.

- Unwanted sexual advances or propositions, derogatory sex-based comments, or other sex-based conduct, such as:
  - Sexually oriented or sex-based gestures, notices, epithets, slurs, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
  - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.
  - Retaliation against an individual who has articulated a good faith concern about sex-based harassment.

- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
  - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
  - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
  - Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations above are not to be construed as an all-inclusive list of sex-based harassment acts prohibited under this Policy.

Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

Formal Complaint of Sexual Harassment means a written document filed and signed by a complainant who is participating in or attempting to participate in ECR's education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that ECR investigate the allegation of sexual harassment. At the time of filing a formal complaint of sexual harassment, the complainant must be participating in or attempting to participate in ECR's education program or activity.

Party means a complainant or respondent.

Respondent means a person who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Supportive Measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to a party before or after the filing of a formal complaint of sexual harassment or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to ECR's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or ECR's educational environment, or deter sexual harassment.

Title IX Coordinator

The Board of Directors of ECR ("Board") has designated the following employee as the Title IX Coordinators ("Coordinator"):

Edgar Ortega, Administrative Director, e.ortega@ecrchs.net, (818) 595-7521
Vania Rodriquez, Director of Human Resources, v.rodriguez@ecrchs.net , (818) 595-7536
Dean Bennett, Administrative Director, d.bennett@ecrchs.net , (818) 595-7506
~~**Emilie Larew, Administrative Director, e.larew@ecrchs.net , (818) 595-8003**~~

The Coordinator is responsible for coordinating ECR's efforts to comply with the requirements of Title IX, receiving reports and complaints of sex discrimination, formal complaints of sexual harassment, and inquiries about the application of Title IX to ECR, coordinating the effective implementation of supportive measures, and taking other actions as required by this Policy. The Coordinator or designee may serve as the investigator for formal complaints of sexual harassment.

Reporting Sex Discrimination

All employees must promptly notify the Coordinator when the employee has knowledge of or notice of allegations of sex discrimination or sexual harassment occurring within ECR's education program or activity.

Students are expected to report all incidents of misconduct prohibited by this Policy. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the 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.

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. ECR will promptly and effectively investigate and respond to all oral and written complaints and reports of misconduct prohibited by this Policy. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Privacy

ECR acknowledges and respects every individual's right to privacy. All reports and complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes but is not limited to keeping the identity of the reporter and other personally identifiable information confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or designee on a case-by-case basis.

Retaliation

ECR prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual.

Response to Sexual Harassment

ECR will respond promptly and in a manner that is not deliberately indifferent when it has actual knowledge, as defined in 34 C.F.R. § 106.30(a), of sexual harassment occurring in its education program or activity against a person in the United States.

ECR's response will treat complainants and respondents equitably by offering supportive measures to a complainant, and by following the grievance procedures for formal complaints of sexual harassment that are listed below before imposing any disciplinary sanctions or other actions that are not supportive measures on a respondent for sexual harassment under Title IX.

Supportive Measures

Once notified of sexual harassment or allegations of sexual harassment occurring in ECR's education program or activity against a person in the United States, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint of sexual harassment.

Supportive measures may include but are not limited to: counseling; extensions of deadlines or other course-related adjustments; modifications of work or class schedules; mutual restrictions on contact between the parties; changes in work or on-campus housing locations; leaves of absence; increased security and monitoring of certain areas of the campus; and other similar measures.

Supportive measures will not unreasonably burden either party or be imposed for punitive or disciplinary reasons. ECR will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair ECR's ability to provide the supportive measures. The Coordinator is responsible for coordinating the effective implementation of supportive measures.

Grievance Procedures

Scope and General Requirements

ECR has adopted and published grievance procedures that provide for the prompt and equitable resolution of student and employee complaints alleging any action that would be prohibited under Title IX and a grievance process that complies with 34 C.F.R. § 106.45 for formal complaints of sexual harassment.

Complaints of misconduct prohibited by this Policy that do not constitute a formal complaint of sexual harassment will be addressed in accordance with ECR's Uniform Complaint Procedures, its employment discrimination complaint procedures, or the grievance procedures set forth in its Harassment, Intimidation, Discrimination, and Bullying Policy, as applicable. The following grievance procedures will apply to formal complaints of sexual harassment.

Upon receipt of a formal complaint of sexual harassment, the Coordinator or designee will promptly initiate these grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties.

ECR requires that any Title IX Coordinator, investigator, decisionmaker, and any person designated by ECR to facilitate an informal resolution process not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

ECR will treat complainants and respondents equitably. ECR presumes that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of its grievance procedures.

ECR may consolidate formal complaints of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, where the allegations of sexual harassment arise out of the same facts or circumstances.

ECR allows for the temporary delay of the grievance process or limited extension of timeframes on a case-by-case basis for good cause. Requests for extensions must be submitted to the Coordinator in writing at least one (1) business day before the expiration of the timeframe. If the grievance process is temporarily delayed or a timeframe is temporarily extended by ECR, the Coordinator or designee will notify the parties of the reason for the delay or extension in writing.

ECR will objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence.[5] Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

Dismissal

ECR must dismiss a formal complaint of sexual harassment for purposes of sexual harassment under Title IX if the conduct alleged:

- Would not constitute sexual harassment under Title IX even if proved;
- Did not occur in ECR's education program or activity; or
- Did not occur against a person in the United States.

ECR may dismiss a formal complaint of sexual harassment or any of the allegations therein if:

- The respondent is no longer enrolled or employed by ECR;

[5] Inculpatory means tending to impute guilt or fault, and exculpatory means tending to absolve from guilt or fault.

- A complainant notifies the Coordinator in writing that the complainant would like to withdraw the complaint or any allegations therein; or
- Specific circumstances prevent ECR from gathering sufficient evidence to reach a determination as to the complaint or allegations therein.

Upon dismissal, the Coordinator or designee will promptly send written notice of the dismissal and reason(s) therefor simultaneously to the parties. Dismissal under Title IX does not preclude action under another applicable ECR policy.

Notice of the Allegations
Upon receipt of a formal complaint of sexual harassment, the Coordinator or designee will provide written notice of the allegations to the parties whose identities are known. The notice will include:

- ECR's grievance procedures and any informal resolution process;
- The allegations of sexual harassment including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details includes the identities of the parties involved in the incident(s), if known, the conduct allegedly constituting sexual harassment under Title IX, and the date(s) and location(s) of the alleged incident(s), if known;
- A statement that the respondent is presumed not responsible for the alleged conduct and a determination regarding responsibility is made at the conclusion of the grievance process;
- A statement that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence; and
- A statement that ECR prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

Emergency Removal
ECR may place a non-student employee respondent on administrative leave during the pendency of the grievance procedures in accordance with ECR's policies.

ECR may remove a respondent from ECR's education program or activity on an emergency basis, in accordance with ECR's policies, provided that ECR undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any person arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This provision must not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

Informal Resolution
At any time after a formal complaint of sexual harassment is filed and prior to determining whether sexual harassment occurred under ECR's Title IX grievance procedures, ECR may offer an informal resolution process to the parties. ECR will not offer or facilitate informal resolution to resolve allegations that an employee sexually harassed a student, or when such a process would conflict with Federal, State, or local law. Parties will not be required or pressured to agree to participate in the informal resolution process.

Before initiation of the informal resolution process, ECR will obtain the parties' voluntary, written consent to participate in the informal resolution and provide the parties with a written notice that explains:

- The allegations;
- The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint of sexual harassment arising from the same allegations;
- The right to withdraw and initiate or resume the grievance procedures at any time prior to agreeing to a resolution; and
- Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

Investigation
In most cases, a thorough investigation will take no more than thirty (30) business days. ECR has the burden to conduct an investigation that gathers sufficient evidence to determine whether sexual harassment occurred. The investigator will review all

evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance in accordance with Title IX.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be used, accessed, considered, or disclosed), regardless of whether they are relevant:

- A party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless ECR obtains that party's voluntary, written consent to do so for these grievance procedures; and
- Evidence about the complainant's sexual predisposition or prior sexual behavior, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview. The parties will not be prohibited from discussing the allegations under investigation or from gathering and presenting relevant evidence. A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.

Before the investigator completes the investigative report, ECR will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator to consider prior to completing the investigation report.

The investigator will complete an investigation report that fairly summarizes relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.

Determination of Responsibility

Before making a determination of responsibility, the decisionmaker must afford each party the opportunity to submit written, relevant questions that a party wants to ask of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decisionmaker must explain to the party proposing the questions any decision to exclude a question as not relevant.

Determinations will be based on an objective evaluation of all relevant and not otherwise impermissible evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness. The standard of evidence used to determine responsibility is the preponderance of the evidence standard.

Within fifteen (15) business days after ECR sends the investigation report to the parties, the decisionmaker, who will not be the same person as the Coordinator or investigator, will simultaneously send the parties a written determination of whether sexual harassment occurred. The written determination will include:

- The allegations of sexual harassment;
- A description of the procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- The findings of facts supporting the determination;
- The conclusions regarding the application of ECR's code of conduct to the facts;
- The decision and rationale for each allegation;
- Any recommended disciplinary sanctions for the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
- The procedures and permissible bases for appeals.

The determination regarding responsibility becomes final either on the date that ECR provides the parties with the written appeal decision, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

Appeals
Either party may, within five (5) business days of their receipt of ECR's written determination of responsibility or dismissal of a formal complaint of sexual harassment, submit a written appeal to the Chair of the ECR Board, who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal.

The complainant and respondent may only appeal from a determination regarding responsibility or ECR's dismissal of a formal complaint of sexual harassment or any allegations therein, on one or more of the following bases:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or
- The Coordinator, investigator(s), or decisionmaker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The decisionmaker for the appeal will not be the same person as the Coordinator, the investigator or the initial decisionmaker.

The decisionmaker for the appeal will: 1) notify the other party of the appeal in writing; 2) implement appeal procedures equally for the parties; 3) allow the parties to submit a written statement in support of, or challenging, the outcome within five (5) business days of notice of the appeal; and 4) within fifteen (15) business days of the appeal, provide a written decision simultaneously to the parties describing the result of the appeal and the rationale for the result.

Consequences
Students or employees who engage in misconduct prohibited by this Policy, knowingly make false statements or knowingly submit false information during the grievance process, may be subject to disciplinary action up to and including expulsion from ECR or termination of employment. If there is a determination that sexual harassment occurred, the Coordinator is responsible for effective implementation of any remedies ordered by ECR.

Training

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All Title IX Coordinators, investigators, decisionmakers, and any person who facilitates a Title IX informal resolution process will receive Title IX training and/or instruction concerning sexual harassment as required by law.

Recordkeeping

ECR will maintain the following records for at least seven (7) years:

- Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant;
- Records of any appeal of a formal complaint or sexual harassment and the results of that appeal;
- Records of any informal resolution of a formal complaint or sexual harassment and the results of that informal resolution;
- All materials used to train Title IX Coordinators, investigators, decisionmakers, and any person who facilitates an informal resolution process; and
- Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

The above records will be maintained in a secure location until destroyed in accordance with applicable laws and regulations.

TITLE IX SEX DISCRIMINATION AND HARASSMENT COMPLAINT FORM

Your Name: _____ Date: _____

Email Address: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements and conduct; what, if any, physical contact was involved; any verbal statements etc.) (Attach additional pages, if needed):

_____

_____

_____

_____

I hereby authorize ECR to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand that providing false information in this regard could result in disciplinary action up to and including termination or expulsion from ECR.

_____ Date: _____

Signature of Complainant

_____

Print Name

<u>To be completed by ECR</u>:

Received by: _____ Date: _____

Follow up Meeting with Complainant held on: _____

Appendix M

~~Grounds for In-School Suspension, Out-of-School~~ Suspension and Expulsion

The Suspension and Expulsion Procedures have been established in order to promote learning and protect the safety and wellbeing of all students at the Charter School. Although charter schools are exempt from school district procedures and process for suspensions and expulsions, in creating these procedures, the Charter School has reviewed Education Code Section 48900 *et seq.* which describe the offenses for which students at non-charter schools may be suspended or expelled, and the procedures governing those suspensions and expulsions, in order to establish its list of offenses for suspensions and expulsions. The provisions that follow are largely consistent with the language of the Education Code with regard to suspension/expulsion triggering conduct. The Charter School will periodically review its policies and procedures surrounding suspensions, expulsions, and involuntary removals, and may modify of the lists of offenses for which students are subject to suspension, expulsion or involuntary removal, and the procedures associated therewith, so long as not materially different from the charter petition.

Similarly, the procedures for student suspension, expulsion, and involuntary removal, and may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements.

Charter School staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed annually as part of the Student Handbook which will clearly describe discipline expectations.

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 school property.

The Charter School administration shall ensure that students and their parents/guardians[6] are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a

[6] The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law requires additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the applicable provisions of the Education Code, when imposing any form of discipline on a student 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 students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian, and shall inform the student and the student's parent/guardian, of the basis for which the student is being involuntarily removed and the student's parent/guardian's, right to request a hearing to challenge the involuntary removal. If a student's parent/guardian requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent/guardian 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 removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study written agreement pursuant to Education Code Section 51747(g).

Alternative Means of Correction

For a student facing discipline for a discretionary offense listed below, the Executive Director or designee may, whenever practicable, provide alternatives to suspension or expulsion. These alternatives shall use a research-based framework with age-appropriate strategies that improve behavioral and academic outcomes while addressing and correcting the student's specific misbehavior.

Charter School shall not suspend or expel any student based solely on the fact that they are truant, tardy, or otherwise absent from school activities. Violations of Charter School's attendance expectations shall be addressed in accordance with Charter School's Attendance and Unexcused Absence Policy and/or Independent Study Policy, as applicable.

Students may not be suspended or expelled for willful defiance or disruption. Alternatively, Charter School staff may refer a student who engages in willful defiance and/or disruption to the Principal or designee for appropriate and timely in-school interventions or supports. Within five (5) business days, the Executive Director or designee shall:

1) Document the actions taken and save the document to the student's record
2) Inform the referring staff member what actions were taken and if none, the rationale used for not providing any appropriate or timely in-school interventions or supports.

For a student who has been suspended, or for whom other means of correction have been implemented, for an incident of racial bullying, harassment, or intimidation, Charter School may require all students associated with the incident(s) to engage in restorative justice practices and/or cultural sensitivity programs.

Charter School may utilize the Multi-Tiered System of Supports, which includes restorative justice practices, trauma-informed practices, social and emotional learning, and schoolwide positive behavior interventions and support, to help students gain critical social and emotional skills, receive support to help transform trauma-related responses, understand the impact of their actions, and develop meaningful methods for repairing harm to the school community

Grounds for Suspension and Expulsion of Students

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 and Expulsion Offenses: Students *may* be suspended and/or recommended for expulsion 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. Students who voluntarily disclose their use of a tobacco product in order to seek help through services or supports shall not be suspended solely for that disclosure.
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 a pupil's own prescription products by a pupil. Students who voluntarily disclose their use of a tobacco product in order to seek help through services or supports shall not be suspended solely for that disclosure.
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 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 their own safety or for 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 their 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 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 the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. 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.
t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

I. "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 their age, or for a person of 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 their physical or mental health.

iii. Causing a reasonable student to experience substantial interference with their academic performance.

iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

II. "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:

iii. 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.

iv. 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.

v. 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.

vi. An act of cyber sexual bullying. 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. 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.

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 Executive Director or designee's concurrence.

Non-Discretionary Suspension and Expulsion Offenses: Students *must* be suspended and recommended for expulsion when it is determined the pupil:

a. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any 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. Brandished a knife at another person.
c. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, etseq.
d. Committed or attempted to commit a sexual assault 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 the Hearing Officer or Expulsion Panel determines ~~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 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 Charter School applies the following definitions:

- 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.~~Notice will be provided in the same manner as for out-of-school suspensions, described below. 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;
- Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases.

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

Suspension (in school and out of school) shall be initiated according to the 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 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 the student and shall be given the opportunity to present their version and evidence in 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 the 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 wishes 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/guardian, unless the pupil and the pupil's parent/guardian 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) totals days per school year.~~

Homework Assignments During Suspension: 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

The Charter School may expel a student following a hearing adjudicated by a neutral Hearing Officer or Expulsion Panel ("Panel") selected by the Executive Director to determine whether the student shall be expelled.

~~s 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.

If a Panel conducts the hearing, it should consist of at least three (3) members who do not have an instructional or supervisory relationship with the student and are not a member of the Charter School Board of Directors. The Panel shall be presided over by a member of the Panel, whom the Panel designates as the chairperson.

The Hearing Officer or Panel shall make the determination regarding the expulsion of any student, subject to review by the Board of Directors on appeal.

~~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~~ Expulsion 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~~a confidential setting (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 accommodation at the hearing.

Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, if 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~~ Hearing Officer or 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~~

signed, dated 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 their testimony heard in a session closed to the public.~~

Expulsion Decision

The ~~decision~~ determination of the ~~Administrative~~ Hearing Officer or Panel shall be in the form of written findings of fact and a decision. regarding the expulsion. The ~~final~~ decision ~~by the Administrative Panel shall be made~~will be issued to the parent/guardian within ten (10) school days following the conclusion of the hearing.

If the ~~Administrative~~ Hearing Officer or 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~~Notice of Expulsion Decision

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:

- The findings of fact, including the student's name, the specific offense(s) committed by the student, as well as the duration and term of the student's expulsion;
- Notice of the student's or 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; ~~Notice of the specific offense(s) committed by the student~~

~~•~~

~~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.~~

- Notice of any appeal options

~~Information about alternative placement opti~~

The Dean or designee shall send a copy of the written notice of the decision to expel to the chartering authority (if required), upon finality of the expulsion. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

In accordance with Education Code Section 47605(e)(3), the Charter School shall send notice of the expulsion to the student's district of residence within 30 calendar days.

Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the chartering authority upon request.

Right to Appeal

A student or parent/guardian may appeal the Hearing Officer or Panel's expulsion decision by submitting a written appeal request to the Dean or designee within five (5) calendar days of the date Charter School issues the written notice of expulsion.

If no appeal is requested, the expulsion becomes final on the sixth (6th) calendar day after the notice of expulsion is issued to the student and student's parent/guardian.

If an appeal is requested, the Board of Directors ("Board") or a committee thereof, will review the appeal as soon as practicable, but no later than its next regularly scheduled meeting.

The Board will not hold a new hearing or reconsider the case facts. Instead, the Board will limit its review to the following questions:

- Did the hearing entity act without authority or exceed its jurisdiction?
- Was the hearing fair and conducted in accordance with the Charter School's Suspension and Expulsion policy and procedures?
- Did the hearing entity abuse its discretion in a way that caused harm?

The Board will hold the appeal review in a closed session to comply with FERPA and all applicable provisions of the Brown Act. The student and/or parent/guardian may address the Board prior to any closed session.

The Board may overturn or uphold the decision of the Hearing Officer or Panel. The Board will issue its written decision on appeal to the student and student's parent/guardian within five (5) school days of the appeal review, or as soon as practicable. If the Board overturns the expulsion decision, the student will immediately return to their educational placement at the Charter School. The Board's decision regarding the expulsion appeal is final; there is no further 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:

- Whether the Administrative Panel acted without or in excess of its jurisdiction.
- Whether there was a fair hearing before the Administrative Panel.
- 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.
- 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:

- 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.

- 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.

Involuntary Removal for Truancy

As charter schools are schools of choice and as a charter school student who fails to attend school is potentially depriving another student of their opportunity to enroll, a student may be involuntarily removed as described within the Charter School's Board adopted Attendance Policy for truancy and only after the Charter School follows the requirements of the Attendance Policy and only in accordance with the policy described above which requires notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal. Students who are involuntarily removed for truancy will be given a rehabilitation plan and will be subject to the readmission procedures set forth herein.

Policies and Procedures Regarding Rehabilitation Plan

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Hearing Officer or Panel at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the student may reapply to the Charter School for readmission.

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.~~

Readmission or Admission of Previously Expelled Student

The decision to readmit a student after the end of the student's expulsion term or to admit a previously expelled student from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board of Directors following a meeting with the Executive Director or designee and the student and student's parent/guardian to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board of Directors following the meeting regarding the Executive Director's or designee's determination. The student's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission or admission to the Charter School.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Hearing Officer or Panel should avoid live testimony of student witnesses when practicable. 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~~ signed, dated declarations that shall be examined only by ~~the entity presiding over the hearing~~Hearing Officer or Panel. Copies of these ~~sworn~~ declarations, edited to delete the name and identity of the witness, shall be made available to the student.

~~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 their right to (a) receive ~~five (5) days'~~ 1. reasonable advance notice of his/her scheduled testimony and~~; (b)~~ have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent/guardian, or legal counsel~~; and (c) elect to have the hearing closed while testifying~~.

2. ECRCHS ~~must also~~will provide the ~~victim~~ complaint witness 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 ~~entity conducting the expulsion hearing~~ Hearing Officer or Panel, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
4. The Hearing Officer or Panel ~~entity conducting the expulsion hearing (either the Administrative Panel or the Board)~~ may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The Hearing Officer or Panel ~~entity conducting the expulsion hearing~~ may also limit time for taking the testimony of the complaining witness to the hours 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 Hearing Officer or Panel~~entity presiding over the hearing~~ from removing a support person whom the presiding person finds is disrupting the hearing. The Hearing Officer or Panel ~~entity conducting the hearing~~ may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.

7. If one or both of the support persons is also a witness, ECRCHS must present evidence that the witness' presence is both desired by the witness and will be helpful to ECRCHS. The Hearing Officer or Panel ~~entity presiding over the hearing~~ 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 Hearing Officer or Panel ~~presiding official~~ shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the Hearing Officer or Panel ~~presiding officer~~ from exercising their discretion to remove a person from the hearing whom they believe 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 ~~courtroom~~ hearing room during that testimony.

~~8.~~ Especially for charges involving sexual assault or battery, complaining witness may have their testimony heard via alternative means that may include but are not limited to, videotaped testimony or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television~~Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have 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.~~

9. .

~~9.~~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 entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance 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.

Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities

1. Notification of SELPA

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that the Charter School or the SELPA would be deemed to have knowledge that the student had a disability.

2. 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 (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment 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.

3. 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, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parent/guardian 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 IEP/504 Plan.
c. If the Charter School, the parent/guardian, and relevant members of the IEP/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.
d. If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:
e. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
f. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
g. Return the child to the placement from which the child was removed, unless the parent/guardian and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.
h. If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School 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.

~~4. Due Process Appeals~~

~~The parent/guardian of a child with a disability who disagrees with any decision regarding~~

~~placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.~~

~~When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or the Charter School, 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/guardian and the Charter School agree otherwise.~~

~~In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing. In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.~~

~~5~~4. Special Circumstances
Charter School 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) school 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.
d.

~~6~~5. Interim Alternative Educational Setting
The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

~~7~~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 IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School 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 Charter School 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/guardian has requested an evaluation of the child.
c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.
d. If the Charter School 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.
e. If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Appendix N

Senior Prom Attendance Policy

EL CAMINO REAL CHARTER HIGH SCHOOL

TO: All Seniors (and their guests) **DATE**: August 2022

FROM: ECRCHS Administration

SUBJECT: SENIOR PROM ATTENDANCE POLICY (FOR ALL STUDENTS ATTENDING PROM)

Prom

Students will be informed throughout the year based on disciplinary actions and attendance if they are not allowed to attend prom. We ask students (with support from parents/guardians) to please monitor your behavior and attendance daily. Student attendance can be checked via Aeries and should be cleared at https://attendance.schoolriver.com. Parents, please ensure you are signed up for access and clear absences within five (5) days of returning.

Prom Attendance Policy: Students must be below the Chronic Absenteeism state minimum for the number of days enrolled in school. If a student starts school at the beginning of the year, they can miss no more than eighteen (18) out of one hundred eighty (180) days (whether excused or unexcused) in order to attend prom. If a student starts later in the year, the number of days a student is allowed to miss are fewer and will be calculated based on start date.

a. No refunds for prom.
b. There are no prom appeals.

Students will submit student and guest prom permission slips first before purchasing tickets. Once receiving approval, students will be permitted to purchase a ticket the following week.
All guests attending prom must be 20 years of age or under and are the responsibility of the ECRCHS students with whom they are attending the event.
Students must have served all detentions assigned and paid all fees and fines.
Any student who is subject to significant disciplinary action throughout the 2024-2025 school year, will be ineligible to attend prom.
The Administrative Director has the discretion to deny or approve prom attendance.

Be advised policies are subject to administrative changes.

1. Consequences

Because we are emphasizing the importance of senior attendance, seniors who exceed eighteen (18) unexcused absences (at any given time) are excluded from all Senior Activities as noted on the Senior Activity List.

2. Checkpoints

Each month (beginning in October of each academic year) 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 emailed throughout the year (this includes a combination of both excused and unexcused absences).

3. No Standard Appeal Process

The Administrative Director makes decisions based on paperwork that has been on file in a student's records throughout the year.

If there are special circumstances such as medical and/or personal (involving the student only) with appropriate documentation, the Administrative Director will review the documentation and make the best decision (lack of transportation, driving siblings to school, leaving early for work, taking care of sick relatives are not considered for review).

Last-minute documents will not be accepted. Truancies are not excusable under any circumstances.

4. General Reminders

a. Truancies are not appealable under any circumstances.

b. Forgeries of any document may result in disciplinary action and forfeiture of administrative review and/or consideration of extenuating circumstances.

c. To purchase a prom ticket, this form must be signed by the student and a 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

Immunization Policy

El Camino Real Charter High School ("ECRCHS" or the "Charter School") adheres 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 written verification from a doctor or immunization clinic of the following immunizations:

Child's Grade	Immunization	Dosage
TK/K-12[3]	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 7th Grade[4]	Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap)	One (1) dose

[3] **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.

[4] **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 TK/K-12 grade levels (i.e., polio, MMR, 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)

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 ECRCHS. If the student does not provide documentation of having received all required immunizations within the time period designated by 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 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 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 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 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 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 Sections 120370-120372.

- Commencing January 1, 2021, the CDPH standardized medical exemption form shall be the only documentation of a medical exemption that ECRCHS shall accept.
- On and after July 1, 2021, ECRCHS shall not unconditionally admit or readmit, or admit or advance any student, unless the student has been fully immunized or files a CDPH standardized medical exemption form as required by law.
- Medical exemptions remain valid until the earliest of: 1) the child's enrollment 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 student who has not received all 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 Health and Safety Code Section 120335(b) and the child's documentary proof of immunization status does not show proof of immunization against that disease, that child may be temporarily excluded from 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

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~~It is imperative that practices followed in the administration of medication be carefully delineated ~~in this policy~~ to ensure the safety of ~~its~~our students and the legal protection of ~~its~~our 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.

- "*Designated personnel*" *or "volunteer"* means an individual employed by the Charter School who has consented to administer the particular medication or emergency assistance to individuals as permitted by this policy and may legally administer the medication or emergency assistance to the individual receiving it. To be eligible, the "designated personnel" or "volunteer" must have been designated by ECRCHS and have received the required training as set forth in this policy.

    - For the purposes of administering epinephrine ~~auto-injectors~~delivery systems, this also includes a holder of an Activity Supervisor Clearance Certificate who has specifically volunteered to administer epinephrine ~~auto-injectors~~delivery systems to a person if the person is suffering, or reasonably believed to be suffering, from anaphylaxis~~. To be eligible, the "designated personnel",~~ or ~~"volunteer" must~~employees of a childcare program operated by or under contract with ECRCHS, who have ~~been designated by Charter School and have~~volunteered, received ~~the required~~ training ~~as set forth in this policy.~~, and are subject to liability limitations pursuant to Section 1596.7985 of the Health and Safety Code.

- "*Medication*" includes prescription medication, over-the-counter remedies, nutritional supplements, and herbal remedies. Sunscreen is not considered a medication.

- *"Stock albuterol inhaler"* means albuterol medication in the form of a metered-dose inhaler (MDI) that is ordered by a health care provider and is not prescribed for a specific person and also includes, if necessary, a single-use disposable holding chamber.

- "*Respiratory distress*" means the sudden appearance of signs and symptoms of difficulty breathing. Signs and symptoms of respiratory distress may include one or more of the following: complaints of a tight chest or chest pain; wheezing or noisy breathing; persistent coughing; difficulty breathing; appears to be in distress; lips or fingernails turning blue; and shortness of breath.

- *"Epinephrine ~~auto-injector ("Epi-Pen")~~delivery system* means a disposable delivery device system designed for the ~~automatic injection~~delivery of a premeasured dose of epinephrine into the human body to prevent or treat a life-threatening allergic reaction.

- *"Anaphylaxis"* means a potentially life-threatening hypersensitivity to a substance. Symptoms of anaphylaxis may include shortness of breath, wheezing, difficulty breathing, difficulty talking or swallowing, hives, itching, swelling, shock, or asthma. Causes of anaphylaxis may include, but are not limited to, an insect ~~stings~~sting, food allergy, drug reaction, and exercise.

- "*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.

- *"Childcare program"* means a state or federally subsidized childcare program operated by, or under contract with, the local educational agency, including, but not limited to, a California state preschool program or Head Start program pursuant to Chapter 2 (commencing with Section 8200) of Part 6 of Division 1 of Title 1, or a childcare program, including, but not limited to, general childcare and development programs pursuant to Part 1.8 (commencing with Section 10207) of Division 9 of the Welfare and Institutions Code.

Administration of Medication with Charter School Assistance

Any student who is or may be required to take, during the regular school day, prescription medication prescribed or ordered for the student by an authorized health care provider may be assisted by the school nurse or designated Charter School personnel.

~~For~~

In order for a student to be assisted by the school nurse or other designated Charter School personnel in administering medication, Charter School shall obtain both:

1. A written statement from the student's authorized health care provider detailing the name of the medication, method, amount/dosage, and time schedules by which the medication is to be taken, and

2. A written statement from the parent, foster parent, or guardian of the student indicating the desire that ECRCHS assist the student in the matters set forth in the statement of the authorized health care provider.

These written statements specified shall be provided at least annually and more frequently if the medication, dosage/amount, frequency of administration, or reason for administration changes.

The primary responsibility for the administration of medication rests with the parent/guardian, student, and medical professionals.

Self-Administration of Medication (without Charter School Assistance)

Students will be permitted to self-carry and self-administer prescription medication if an authorized health care provider has indicated that a student may need to take this medication or is required to take this medication during the regular school day.

Prescription medication includes an ~~auto-injectable~~ epinephrine ~~("EpiPen")~~delivery system and inhaled asthma medication. In order to carry and self-administer this medication, Charter School must receive the following:

1. A written statement from the student's authorized health care provider (1) detailing the name of the medication, method, dosage/amount, and time schedules by which the medication is to be taken, and (2) confirming that the student is able to self-administer ~~the EpiPen~~an epinephrine delivery system or inhaled asthma medication~~;~~, and

2. A written statement from the parent, foster parent, or guardian of the student (1) consenting to the self-administration, (2) providing a release for the school nurse or ~~other~~ designated Charter School personnel to consult with the health care provider of the student regarding any questions that may arise with regard to the medication, and (3) releasing ECRCHS and Charter School personnel from civil liability if the self-administering student suffers an adverse reaction as a result of self-administering medication.

These written statements specified shall be provided at least annually and more frequently if the medication, dosage/amount, frequency of administration, or reason for administration changes.
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~~student may be subject to disciplinary action if ~~that pupil~~the student uses this prescription medication in a manner other than as prescribed.

Any ~~pupil~~student requiring insulin shots must establish a plan for administration of insulin shots with the Executive Director ~~or designee~~ in consultation with the parent or guardian and the ~~pupil's~~student's medical professional.

A student who is 12 years of age or older, while on campus or participating in school activities, may carry or administer naloxone hydrochloride nasal spray or another opioid antagonist that is federally approved for over-the-counter, nonprescription use, for the purposes of providing emergency treatment to persons who are suffering, or reasonably believed to be suffering, from an opioid overdose. Students who are in middle school or high school, while on campus or participating in school activities, may carry fentanyl test strips or a federally approved opioid antagonist for over-the-counter use for the emergency treatment of persons suffering, or reasonably believed to be suffering, from an opioid overdose.

Staff Training and Emergency Response

Additional information about staff ~~training~~trainings and the Charter School's response to emergencies ~~can~~may be located within the ~~Comprehensive~~ Employment Handbook and/or the School Safety Plan.

A. Response to Anaphylactic Reaction

The school nurse or designated personnel may use an ~~EpiPen~~epinephrine delivery system to provide emergency medical aid to persons suffering, or reasonably believed to be suffering from, an anaphylactic

reaction. Charter School at school or a school activity or program operated by or under contract with ECRCHS. ECRCHS will ensure that, at a minimum, it has the appropriate typedoses of EpiPen on site (i.e., regular or junior)available epinephrine delivery systems for the ages and weights of individuals at the schoolsite and those participating in any childcare program operated by or under the control of ECRCHS and stored in an accessible location to meet the needs of its students. ECRCHSECRCHS will ensure staff properly store, maintain, and restock the EpiPenepinephrine delivery systems as needed.

Charter School will ensure any designated personnel who volunteer are appropriately trained regarding the storage and emergency use of an EpiPen.epinephrine delivery systems. 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.epinephrine delivery systems.

2.3. Emergency follow-up procedures, including calling the emergency 911 telephone number and contacting, if possible, the student's parent(s)/guardian(s) and physician.

3.4. Recommendations on the necessity of instruction and certification in cardiopulmonary resuscitation.

5. Instruction on how to determine whetherwhich epinephrine delivery system to use an adult EpiPen or a EpiPen, which shall include consideration of a student's grade level or the age of the person suffering, or reasonably believed to be suffering, from an anaphylactic reaction as a guideline of equivalency for the appropriate studentperson's weight determination.

4.6. Written materials covering the information required pursuant to the training. A copy of these written materials shall be made accessible, such as through publicpublicly posting at the location of the Epi-Pensepinephrine delivery systems.

ECRCHS will distribute an annual notice to all staff describing the request for volunteers who will be trained to administer an EpiPenepinephrine delivery systems 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 and shall indicate the location of the Epi-Pensepinephrine delivery systems on campus.

B. Response to Respiratory Distress

ECRCHS may provide emergency stock albuterol inhalers (asthma inhaler), including, if necessary, single-use disposable holding chambers, to school nurses or volunteers to provide emergency medical aid to persons suffering, or reasonably believed to be suffering, from respiratory distress.

Training in the administration of emergency stock albuterol inhalers shall be consistent with the most recent guidelines for medication administration issued by the California Department of Education ("CDE"), and shall include all of the following:

1. Techniques for recognizing symptoms of respiratory distress.
2. Standards and procedures for the storage, restocking, and emergency use of stock albuterol inhalers.
3. Emergency follow up procedures, including calling the emergency 911 telephone number and contacting, if possible, the student's parent or guardian and physician.

4. Recommendations on the necessity of instruction and certification in cardiopulmonary resuscitation.
5. Written materials covering the information required pursuant to the training, which ECRCHS shall retain for reference.

ECRCHS shall distribute a notice at least once per school year to all staff that contains the following information:

1. A description of the volunteer request stating that the request is for volunteers to be trained to administer a stock albuterol inhaler to a person if the person is suffering, or reasonably believed to be suffering, from respiratory distress and

2. A description of the training that the volunteer will receive.

The school nurse, or the ECRCHS Executive Director or designee, shall obtain from an authorizing physician and surgeon a prescription for stock albuterol inhalers, and shall be responsible for stocking the stock albuterol inhalers and restocking it if it is used.

The school nurse or volunteer may administer a stock albuterol inhaler to a person exhibiting potentially life-threatening symptoms of respiratory distress at school or a school activity when a physician is not immediately available. If the stock albuterol inhaler is used, it shall be restocked as soon as reasonably possible, but no later than two weeks after it is used. Stock albuterol inhalers shall be restocked before their expiration date.

The school nurse or volunteer shall initiate emergency medical services or other appropriate medical follow-up in accordance with the training materials retained.

C. 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~~(s)/ guardian(s) 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).

D. Response to an Opioid Overdose

ECRCHS provides ECRCHS 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.

Students 12 years and older may carry fentanyl test strips and a federally approved opioid antagonist for over-the-counter use at a schoolsite or while participating in school activities

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 ECRCHS 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.

E. Response to a Seizure, Seizure Disorder or Epilepsy

Upon receipt of a request by a parent/guardian to administer anti-seizure medication when a student is suffering from a seizure, ECRCHS may designate one or more volunteers to receive training to administer the anti-seizure medication. ECRCHS may allow non-medical personnel to volunteer to provide medical assistance to students who are diagnosed with seizures, a seizure disorder, or epilepsy if ECRCHS does not have a credentialed nurse or other licensed nurse on site. ECRCHS's 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 ECRCHS employee who does not volunteer or who has not been trained pursuant to this policy may not be required to provide emergency medical assistance.

Volunteer employees are not providing this emergency medical care for compensation, notwithstanding that the employee is a paid public employee.

Upon receipt of the parent/guardian's request, ECRCHS shall notify the parent/guardian that their child may qualify for services or accommodations under the Section 504 plan or an individualized education program ("IEP"), assist the parent/guardian with the exploration of that option, and encourage the parent/guardian to adopt that option if it is determined that the child is eligible for a Section 504 plan or an IEP. ECRCHS shall obtain a signed notice verifying the parent/guardian was provided this information and has the right to request a Section 504 Plan or IEP at any time. Additionally, if ECRCHS does not have any volunteers, then ECRCHS shall notify the parent/guardian of the student's right to be assessed for a Section 504 plan or an IEP.

Prior to administering emergency anti-seizure medication, ECRCHS shall obtain annually a signed seizure action plan from the parent/guardian, that includes the parent/guardian's authorization, in writing for the medication to be administered to the student at school by a non-medical professional who has received training, and a copy of a statement, in writing, from the student's health care provider that includes all of the following information:

1. The student's name, the name and purpose of the medication, its prescribed dosage, method of administration and the frequency with which the medication may be administered;

2. Detailed seizure symptoms, including frequency, type, or length of seizures that identify when the administration of an emergency anti-seizure medication becomes necessary;

3. The circumstances under which the medication may be administered;

4. Any potential adverse responses by the student and recommended mitigation actions, including when to call emergency services, including the emergency 911 telephone number;

5. A protocol for observing the student after a seizure, including, but not limited to, whether the student should rest in the school office, whether the student may return to class, and the length of time they should be under direct observation; and

6. How and where the emergency anti-seizure medication will be stored at the school.

This plan shall be distributed to any ECRCHS personnel or volunteers responsible for the supervision or care of the student if the parent/guardian consents in writing and will be kept in a confidential file in the nurse or Executive Director or designee's office, as applicable.

Training will occur upon volunteering and thereafter annually at no cost to the employee and will occur during regular working hours. Training will be conducted by an authorized health care professional, all training will align with any minimum standards established by the CDE, and will include:

1. Recognition of the signs and symptoms of seizures and the appropriate steps to be taken to respond to those symptoms;

2. Administration, or assisting with the self-administration of, an emergency anti-seizure medication, or a medication or therapy prescribed to treat the symptoms of seizures, seizure disorders, or epilepsy, including manual vagus nerve stimulation; and

3. Basic emergency follow-up procedures.

Any written materials used in the training shall be retained by ECRCHS. ECRCHS shall ensure that each employee who volunteers to administer anti-seizure medication in good faith will be provided defense and indemnification by ECRCHS for any and all civil liability barring gross negligence, or willful or wanton misconduct, and this information shall be reduced to writing, provided to the volunteer, and retained in the volunteer's personnel file.

Upon receipt of a parent/guardian's request to administer anti-seizure medication, ECRCHS shall distribute a notice at least once but no more than two times per school year to all staff that includes all of the following information:

1. A description of the volunteer request stating that the request is for volunteers to be trained to recognize and respond to seizures, including training to administer emergency anti-seizure medication to a student diagnosed with seizures, a seizure disorder, or epilepsy if the student is suffering from a seizure;

2. A description of the training that the volunteer will receive;

3. The right of an employee to rescind their offer to volunteer; and

4. A statement that there will be no retaliation against any individual for rescinding the individual's offer to volunteer, including after receiving training.

If a volunteer rescinds the volunteer's offer to volunteer or is no longer able to act as a volunteer for any reason, or if the placement of a student changes and the student no longer has access to a trained volunteer, an additional two notices per school year may be distributed to all staff.

Upon administration of anti-seizure emergency medication by a volunteer employee, ECRCHS's nurse shall be notified. If ECRCHS does not employ a nurse, ECRCHS's Executive Director or designee shall be notified.

Storage and Record Keeping

1. All medication will be kept in a secure and appropriate storage location and administered per an authorized health care provider's instructions by appropriately designated staff.

2. Designated staff shall keep records of medication administered at Charter School The medication log may include the following:

    a. Student's name.
    b. Name of medication the student is required to take.
    c. Dose of medication.
    d. Method by which the student is required to take the medication.
    e. Time the medication is to be taken during the regular school day.
    f. Date(s) on which the student is required to take the medication.
    g. Authorized health care provider's name and contact information.
    h. 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.

3. 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.

For information on how medications should be disposed, please refer to:
https://www.cde.ca.gov/ls/he/hn/documents/medadvisory.pdf

Appendix Q

Comprehensive Sexual Health Education Policy

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 develop healthy attitudes about adolescent growth and development, body image, gender, 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 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 advise parents/guardians of the following information:
    a. That the written and audiovisual educational materials used in comprehensive sexual health education and HIV/AIDS prevention education are available for inspection.
    b. That ECRHCS 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 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
    c. the date of the instruction;
    d. 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.

e. 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.

f. That the parent or guardian may request in writing that 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, 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 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 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.

<u>Authorized Comprehensive Sexual Health Education</u>

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 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.
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 committed relationships such as marriage.
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.
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.
m. Instruction and materials may not teach or promote religious doctrine.
n. Instruction and materials must teach that not 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 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.
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.
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.
q. Instruction and materials must provide students with the knowledge and skills for making and carrying out responsible decisions about sexuality.
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 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.
s. Information about sexual harassment, sexual assault, sexual abuse, and human trafficking.
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 to12 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 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.

Appendix R

Approved Pesticide Product List

Los Angeles Unified School District
Approved Pesticide Product List 2024-2025

The Los Angeles Unified School District is committed to the Precautionary Principle and Right to Know. All of the products listed below have been approved by LAUSD for use at District sites. However, this list does not indicate that all approved products listed below are used. In fact, some of these products are used rarely, if ever.

Some of the listed products require Pest Supervisor approval and/or direct supervision during application, and are used only when health or safety concerns are present as outlined within The IPM Policy. These products are listed at the bottom of this list, and restrictions are also indicated in the "comments" column.

PESTICIDE NAME	(1) ACTIVE INGREDIENT	PHYSICAL FORM	APPLICATION METHOD	TARGET PEST	USEPA TOXICITY CATEGORY	(2) LABEL DESIGNATION	COMMENTS	EPA REG. NO. or CA. REG. NO.
Advance Granular Carpenter Ant Bait (by BASF)	abamectin B1 0.011%	Granule	Indoor cracks, crevices and voids Outdoors per the label.	Ants	3	Caution	**Bait attractant Applicator refer to product label for appropriate PPE**	499-370
Alpine Cockroach Gel Bait Rotation 1 Reservoir (by BASF)	Dinotefuran 0.05%	Gel	Indoor cracks, crevices and voids.	Cockroaches	3	Caution	**Bait attractant Applicator refer to product label for appropriate PPE**	499-507
Avert DF Dry Flowable Cockroach Bait (by BASF)	abamectin B1 0.05%	Dust	Crack & crevice bait dust	Cockroaches	3	Caution	**Bait attractant Applicator refer to product label for appropriate PPE**	499-294
Bora-Care Termiticide, Insecticide and Fungicide Concentrate (by Nisus)	disodium octaborate tetrahydrate 40%	Liquid suspension	Spray used for wood boring insects	Termites	3	Caution	**Applicator refer to product label for appropriate PPE**	64405-1
M-Pede Insecticide-Miticide-Fungcide (by Gowan)	potassium salts of fatty acids 49%	Liquid	Direct spray to pest	Thrip, White Fly, and as indicated per label	2	Warning	**Applicator refer to product label for appropriate PPE**	10163-324
Niban Granular Bait (by Nisus)	Orthoboric Acid-5%	Granules and Fine Granules	Interior and exterior bait	Various insects	3	Caution	**Applicator refer to product label for appropriate PPE**	64405-2
NiBor-D (by Nisus)	Disodium Octaborate Tetrahydrate-98%	Dust	Applied wet or dry	Various insects	3	Caution	**Applicator refer to product label for appropriate PPE**	64405-8
ProFoam Platinum (by Nisus)	Sodium Decyl Sulfate, Sodium Lauroampho Acetate, Sodium Lauryl Sulfate 60%	Foam	Foaming agent; non pesticide	Various uses	3	Warning	**Applicator refer to product label for appropriate PPE**	Ca. Reg. 1051148-50001-AA
Recruit IV Termite Bait (by Dow AgroSciences)	Noviflumuron 0.5%	Solid	Bait used in station only	Subterranean Termites	3	Caution	**Applicator refer to product label for appropriate PPE**	62719-453
Summit B.T.I. Briquets/Mosquito Dunks (by Summit)	Bacillus thuringiensis subspecies israelensis solids, spores and insecticidal toxins-10%	Solid briquet	Floating larvicide	Mosquito larvicide	3	Caution	**Applicator refer to product label for appropriate PPE**	6218-47
Tim-Bor Professional (by Nisus)	disodium octaborate tetrahydrate 98%	Powder	Applied wet or dry	Wood destroying organisms and fungus	3	Caution	**Applicator refer to product label for appropriate PPE**	64405-8
EcoVia EC Emulsifiable Concentrate (by Rockwell Labs Ltd)	Thyme Oil- 20% 2- Phenephyl Proprionate- 14% Rosemary Oil- 8%	Liquid	Spray	As indicted per label	3	Caution	**Applicator refer to product label for appropriate PPE**	Exempt- FIFRA 25 (b)
EcoVia WD Wettable Dust (by Rockwell Labs Ltd)	Thyme Oil- 10% 2- Phenephyl Proprionate- 7%	Dust	Use according to label	As indicted per label	3	Caution	**Applicator refer to product label for appropriate PPE**	Exempt- FIFRA 25 (b)
Catchmaster Final Feed Mosquito Bait (by AP&G Co., Inc.)	Garlic Oil 0.4%	Liquid	Use According to label	Mosquito Bait. Non Pesticide	3	Caution	**Applicator refer to product label for appropiate PPE**	Exempt- FIFRA 25 (b)

Los Angeles Unified School District
Approved Pesticide Product List 2024-2025

The following products are to be used according to the specific instructions as indicated, per product. These products are not routinely used. Pest supervisor or other approvals as indicated are necessary prior to use.								
PT 565 Plus XLO Formula 2 Contact Insecticide (by BASF)	pyrethrins-0.5% piperonyl butoxide -1% n-octyl bicycloheptene dicarboximide 1%	Aerosol	Use according to label.	Fleas, gnats, mosquitos, bees, bird mites	3	Caution	Restrict re-entry to occupied areas for 24 hours after application. Follow food handling precautions when using this product. **Applicator refer to product label for appropriate PPE**	499-290
Rozol Pocket Gopher Bait (by Liphatech)	Chlorphacinone.....0.005 %	Grain bait	Place in gopher burrows only	Gophers	3	Caution	Application to fields and landscape areas when students are not in immediate area. **Applicator refer to product label for appropriate PPE**	7173-184
Suspend SC Insecticide (By Bayer)	deltamethrin 4.75%	Liquid	Spray	Ants, Fire Ants, Fleas, Ticks, Cockroaches, & Spiders	3	Caution	Use for exterior only on fleas, ticks, and fire ants, and large roaches in ground boxes. Restrict re-entry of area for 24 hours after application. **Applicator refer to product label for appropriate PPE**	432-763
Terad3 Blox (by Bell Laboratories, Inc.)	Cholecaciferol [9,10-secocholesta-5,7,10(19)-trien-3-ol] 0.075%	Solid Bait Block	Use According to Label	Rodents	3	Caution	Obtain Supervisor approval prior to each use.To be used in tamper proof bait stations. **Applicator refer to product label for appropriate PPE.**	12455-106
Zoecon Altosid Briquets (by Wellmark International)	S-Methoprene- 8.62%	Briquet	Floating larvicide	Mosquito larvicide	3	Caution	This product is not to be used in flowing water in areas such as storm drains and catch basins and any other areas where it is reasonable to assume that there will be flowing water. **Applicator refer to product label for appropriate PPE**	2724-375
RatX Bait Discs (By EcoClear Products)	Corn Gluten Meal- 42%, Sodium Chloride-3%, Citric Acid-2%, Putrescent Whole Egg Solids-1.5%, Soybean Oil-1%	Discs	Use according to label	Rodents	3	Caution	Obtain Supervisor approval prior to each use. To be used in tamper proof bait stations. **Applicator refer to product label for appropriate PPE.**	Exempt- FIFRA 25 (b)

Appendix S

Parental Involvement Policy

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.

10. ECRCHS engages parents and family members positively in their children's education by providing assistance and training on topics such as state academic standards and assessments to develop knowledge and skills to use at home to support their children's academic efforts at school and their children's development as responsible future members of our society.

11. ECRCHS informs parents that they can directly affect the success of their children's learning, by providing parents with techniques and strategies that they may utilize to improve their children's academic success and to assist their children in learning at home.

12. Parents and family members of children receiving Title I, Part A services shall be involved in the decisions regarding how funds reserved are allotted for parental involvement activities.

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.

The Policy must be updated periodically to meet changing needs of parents and the Charter School. If ECRCHS has a process in place for involving parents in planning and designing the Charter School's programs, the school may use that process if it includes adequate representation of parents of Title I children.

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 curriculum[5]
    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.

5 For a copy of the ECRCHS prospectus of curriculum, please contact our main office or Executive Director.

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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:

3. Informational meetings sponsored by our Bilingual, Title I, and School Site Councils.
4. 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.
5. 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.
6. 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.
7. Program Coordination: With regard to the coordination of parent involvement activities:
8. 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.
9. 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.
10. 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.
11. ECRCHS ensures that meetings are interpreted, to the best of the school's ability.
12. 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

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, people 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. Unlawful discrimination includes, but is not limited to, noncompliance with Education Code sections 243(a) or 244(a).

2. Complaints alleging a violation of state or federal law or regulation governing the following programs:
    - Accommodation for Pregnant, Parenting or Lactating Students
    - Adult Education Programs
    - Consolidated Categorical Aid Programs
    - Migrant Education Programs
    - Career Technical and Technical Education 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
    - 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~~ Pupil fees include:

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. Complaints regarding pupil fees, local control and accountability plans ("LCAP"), or noncompliance with Education Code sections 243 or 244 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 the respective applicable laws.

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.

~~f.~~

~~g.~~ Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 no longer fall under the UCP. Instead, they 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.

~~h.~~ Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 no longer fall under the UCP. Instead, they 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~~right to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects ~~[(~~to the greatest extent ~~reasonably possible~~practicable 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 the~~assure anonymity or confidentiality of the ~~complainant. This includes keeping the~~complainant's 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 Administrative Director or designee on a case-by-case basis. ECRCHS shall take reasonable steps to protect complainants from retaliation.

~~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 to receive and investigate complaints and to ensure ECRCHS's compliance with law:

Director of Human Resources
5440 Valley Circle Blvd.
Woodland Hills, CA 91367
(818) 595-7500

The Compliance Officer ("CO") 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 CO. Should a complaint be filed against the CO, the compliance officer for that case shall be the Executive Director.

Notifications

The CO shall make available copies of this Policy free of charge. The annual notice of this Policy may be made available on ECRCHS's website.

The CO shall annually provide written notification of ECRCHS's UCP 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. When necessary, under Education Code section 48985, 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:

1. 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.

2. 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.

3. A statement that ECRCHS is primarily responsible for compliance with federal and state laws and regulations.

4. 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.

5. A statement identifying the title of the compliance officer and the identity(ies) of the person(s) currently occupying that position, if known.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. A statement that copies of ECRCHS's 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~~of discrimination, harassment, intimidation or bullying may be filed by ~~a person~~an individual who alleges that ~~they~~that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying or by ~~a person~~one 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 CO or designee, upon written request by the complainant setting forth the reasons for the extension. Such extension by the ~~CO~~Executive Director or designee shall be made in writing.

Such extension by the CO or designee shall be made in writing.

The period for filing may be extended by the CO 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 CO 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 LCAP, or noncompliance with Education Code section 243 or 244 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 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~~engaging in mediation with a neutral third-party. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

Before initiating the mediation of ~~an unlawful~~a discrimination, harassment, intimidation or bullying complaint, the compliance officer shall ensure that all parties agree ~~to make~~that the mediator ~~a party to related confidential information.~~must maintain confidentiality.
If the mediation process does not resolve the complaint to the satisfaction of the complainant, the

compliance officer shall proceed with the 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 the complainant's representative to repeat the complaint orally.

The complainant and/or his/her representative shall have an opportunity to present 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 the complainant's failure or refusal to cooperate in the investigation or the 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 to initiate such an appeal.

If an employee is disciplined because 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 CO 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 the parties 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.

If Charter School fails to issue an investigation report within the required sixty (60) calendar day timeline, a party to a written complaint of prohibited discrimination may appeal directly to the SSPI. The complaint must provide evidence supporting the basis for direct filing and explain why immediate action is necessary.

Complaints alleging noncompliance with Education Code section 243 or 244 may be filed with the SSPI directly, and the SSPI may directly intervene without waiting for an investigation by ECRCHS. The complainant shall present the SSPI with evidence that supports the basis for the direct filing and why immediate action is necessary.

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 the complainant's right to file a complaint.~~

Complainants alleging a violation of Education Code section 220, 243, 244, 51500, 51501, or 60044, may seek civil remedies after sixty (60) calendar days have elapsed from the filing of an appeal with the CDE. before pursuing civil law remedies.

The waiting period does not apply to injunctive relief and is applicable only if ECRCHS has appropriately, and in a timely manner, apprised the complainant of their 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:

- ☐ Adult Education Programs
- ☐ Career Technical and Technical Education and Training
- ☐ Child Care and Development Programs
- ☐ Consolidated Categorical Aid
- ☐ Every Student Succeeds Act
- ☐ Local Control Funding Formula/ Local Control and Accountability Plan
- ☐ Migrant Child Education Programs
- ☐ Regional Occupational
- ☐ School Plans for School Achievement
- ☐ School Safety Plan
- ☐ State Preschool Programs
- ☐ Pupil Fees
- ☐ Pregnant, Parenting, or

Programs | Centers and Programs | Lactating Students

☐ Education or graduation 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

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:

- ☐ Age
- ☐ Ancestry
- ☐ Color
- ☐ Disability (Mental or Physical)
- ☐ Ethnic Group Identification
- ☐ Medical Condition
- ☐ Gender / Gender Expression / Gender Identity
- ☐ Genetic Information
- ☐ Immigration Status/Citizenship
- ☐ Nationality/National Origin
- ☐ Race or Ethnicity
- ☐ Religion
- ☐ Sex (Actual or Perceived)
- ☐ Sexual Orientation (Actual or Perceived)
- ☐ Based on association with a person or group with one or more of these actual or perceived characteristics
- ☐ Marital Status

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:

Director of Human Resources
5440 Valley Circle Blvd.
Woodland Hills, CA 91367
(818) 595-7500

Appendix U

Educational Records and Student Information Policy

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 are kept in the sole possession of the maker, are used only as a personal memory aid, and 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 that supports ECRCHS and that were created by that law enforcement unit for the purpose of law enforcement;
(c) In the case of a person 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 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 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 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 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*: Directory information is information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. Charter School. 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
d. Telephone listing
e. Student's electronic mail address
f. Parent/guardian's electronic mail address
g. Photograph/video
h. Date and place of birth
i. Dates of attendance
j. Grade level
k. Participation in officially recognized activities and sports
l. Weight and height of members of athletic teams
m. Degrees, honors, and awards received
n. The most recent educational agency or institution attended
o. 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. A school official also may include a volunteer for ECRCHS or an independent contractor 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 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 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.

Please note that data collected and reported by Charter School to the California Longitudinal Pupil Achievement Data System ("CALPADS"[7]) pursuant to state law, will be shared with the California College Guidance Initiative ("CCGI"[8]) and will:

1) Be used to provide pupils and families with direct access to online tools and resources.
2) Enable a pupil to transmit information shared with the CCGI to both of the following:
   a. Postsecondary educational institutions for purposes of admissions and academic placement.
   b. The Student Aid Commission for purposes of determining eligibility for, and increasing uptake of, student financial aid.

Please visit the CCGI website at CaliforniaColleges.edu to access resources that help students and their families learn about college admissions requirements.

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:

[7] CALPADS is a database maintained by the CDE which consists of pupil data from elementary and secondary schools relating to, among other things, demographic, program participation, enrollment, and statewide assessments data.

[8] CCGI is an authorized provider of an institutional service to all California local educational agencies and part of the state's efforts to make college-going a more streamlined experience for students. The CCGI currently receives enrollment data for all public-school students enrolled in grades six through twelve from the California Department of Education ("CDE").

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) Misleading; or
(c) 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 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 must order the correction or the removal and destruction of the information. The Executive Director or designee must then inform the parent or eligible student of the amendment in writing.

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 t 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, a high school diploma, a high school equivalency certificate, 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 be given the opportunity for a hearing to challenge the content of the student's education record on the grounds that the information contained in the education record is inaccurate, misleading or in violation of the privacy rights of the student. Notice of the date, time and place of the hearing will be sent by Charter School to the parent or eligible student no later than twenty (20) days before the hearing.

Parent/Guardian or Eligible Student Rights at the Hearing

- To present information and evidence concerning a clerical or recording error in the education record which needs to be corrected. The hearing is not an opportunity to review substantive decisions by ECRCHS concerning evaluation of academic work or outcomes of disciplinary proceedings.
- To have the hearing adjudicated by a hearing entity that does not have a direct interest in the outcome of the hearing;
- To be advised by one or more individuals, including counsel at their own expense;
- To have a full and fair opportunity to present evidence concerning requested corrections to the education record;
- To receive, within a reasonable period of time after the hearing, but not more than thirty (30) business days, a written decision based solely on the evidence provided at the hearing. The decision will include a summary of evidence and reasons for the decision; and
- To submit a statement into the student's education record commenting on the contested portion of the record which will be provided to any person who later views that portion of their education record, if the amendment is denied.

ECRCHS Rights and Responsibilities When a Hearing is Requested

- ECRCHS shall appoint a neutral hearing entity that does not have a direct interest in the hearing outcome to preside over the hearing in accordance with FERPA requirements. The hearing shall in all respects be under the control of the hearing entity and shall not be subject to formal rules of evidence or procedure. The hearing entity may be either 1) a neutral hearing officer who is appointed by the Board Chair, and a ECRCHS employee, or 2) the ECRCHS Board of Directors.

- ECRCHS shall deny a request for a hearing when the proposed amendment to the education record includes anything more than correcting clerical errors.
- ECRCHS shall schedule a hearing within a reasonable time, but not more than thirty (30) business days, after receiving the hearing request.
- ECRCHS shall provide evidence to the hearing entity to support the previous determination not to amend the student's education record.

Role of the Hearing Entity

- To allow the parent/guardian or an eligible student the opportunity to present evidence relevant to the issues raised. The hearing entity has the right to determine whether particular evidence presented is relevant to the record and issue(s) in question.
- To make their decision solely on the evidence presented at the hearing.
- To provide the parent/guardian or eligible student with a written decision, including a summary of the evidence and reason for the decision within a reasonable period of time after the hearing.

Outcome

If the hearing entity finds that the record is inaccurate, misleading, or otherwise in violation of the privacy rights of the student, ECRCHS will amend the record accordingly. The parent/guardian or eligible student will be notified in writing of the correction. If the hearing entity finds that the information in the education record is not inaccurate, misleading, or otherwise in violation of the privacy rights of the student, ECRCHS will notify the student of the right to place a statement in the record commenting on the contested portion of the record, or stating why the student disagrees with the decision not to amend, or both. ECRCHS will maintain this statement with the contested portion of the student's education record for as long as the record is maintained. The statement will be disclosed whenever the Charter School is required to disclose 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 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;
11. 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
12. 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 requirement 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 Policy Office
U.S. Department of Education 400 Maryland Avenue. S.W. Washington, D.C. 20202-8520

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. 2020-2021 records may be destroyed after July 1, 2024). 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

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 the student due process and notifying the student's parent/guardian in writing of the student's alleged misconduct, ECRCHS 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 shall provide a program of voluntary work for the student. When the work is completed or the 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.

Damage / Issue	Cost
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

Appendix W

Policy Regarding Immigration ~~and Citizenship Status Policy~~Enforcement Activity

Policy Regarding Immigration ~~and Citizenship Status Policy~~Enforcement Activity

I. PURPOSE AND COMMITMENT

El Camino Real Charter High School ("ECRCHS" or the "Charter School") fosters a safe, welcoming environment where all students, educators, and staff feel supported and connected. ECRCHS supports all students' right to education regardless of immigration status. State law requires that all public schools adopt policies in that regard.

ECRCHS finds school facilities, official school activities (including those in public places), adjacent areas, and all property owned, controlled, or leased by ECRCHS as "sensitive locations" under state law, and seeks commitments from contractors and service providers (particularly school resource officers) not to facilitate immigration enforcement at these locations unless law requires it.

ECRCHS provides the California Attorney General's *Know Your Educational Rights* handout to all families upon enrollment. This handout is also posted in all administrative buildings on campus and is available on the school website. ECRCHS also provides the California Attorney General's "Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's TK-12 Schools in Responding to Requests for Access and Information for Immigration Enforcement Purposes", which can be found at https://oag.ca.gov/system/files/media/school-guidance-model-k12.pdf.

ECRCHS also provides information about children's educational rights as contained in this Policy, to all families upon enrollment and/or with the Student/Family Handbook.

All notices, enrollment materials, registration information, and complaint procedures are language-accessible pursuant to state and federal law.

II. DEFINITIONS

- *"Immigration enforcement"* includes any efforts to investigate, enforce, or assist in investigating or enforcing federal civil immigration law, and any efforts to investigate, enforce, or assist in investigating or enforcing federal criminal immigration law that penalizes a person's presence in, entry, reentry to, or employment in the United States.

- *"Schoolsite"* means an individual school campus, a non-public area where we hold school-related activities, or school buses and other transportation we provide.

III. ANTI-DISCRIMINATION AND HARASSMENT

ECRCHS prohibits discrimination, harassment, intimidation, and bullying based on protected characteristics including but not limited to, immigration status, nationality, race, ethnicity, citizenship status, color, religion, national origin, ancestry, or association with any protected group. This applies to schoolsites, at school-related events, and through school-owned technology.

ECRCHS promptly and thoroughly investigates complaints of unlawful harassment or discrimination and takes appropriate corrective action when warranted. ECRCHS educates students to respect all peers regardless of protected characteristics and teach them about bullying's negative impact.

ECRCHS trains teachers, staff, and personnel to recognize their legal duty to eliminate hostile environments and respond to harassment incidents, and informs students who experience hate crimes of their right to report them.

ECRCHS's Uniform Complaint Policy and Procedures and Harassment, Discrimination, Intimidation, & Bullying Policy are available for review upon request and/or on the school's website.

IV. STUDENT INFORMATION COLLECTION AND PROTECTION

General Principles

ECRCHS does not request citizenship or immigration documents, information, or proof of citizenship or immigration status for enrollment, other than documents we might review but not retain to establish a child's birthdate. ECRCHS does not collect information about students' or families' citizenship or immigration status except when state or federal law requires it to administer education programs. ECRCHS does not:

- Allow school resources or data to create registries based on race, gender, sexual orientation, religion, ethnicity, or national origin
- Inquire about students' or parents' citizenship or immigration status
- Require documentation that may indicate immigration status (green cards, voter registration, passports, citizenship papers) to the exclusion of other permissible documents
- Use any information the school might possess about immigration status, citizenship status, or national origin to discriminate against students or families or bar children from enrollment

Enrollment Documentation

For Proof of Residency, ECRCHS accepts:

- Property tax bills
- Rental contracts, leases, or payment receipts
- Utility service contracts, statements, or payment receipts
- Pay stubs
- Voter registration
- Correspondence from government agencies
- Declaration of residency executed by parent or legal guardian

For Age Verification, ECRCHS accepts:

- Certified birth record
- Statement by local registrar or county recorder certifying date of birth
- Baptism certificate
- Passport
- When none are available, an affidavit from parent, guardian, or custodian, or other appropriate proof

In most cases, any one document from each category is sufficient. Age-verification documents (e.g. birth certificates or passports) that reveal immigration or citizenship status will be used only to verify age, and will not be retained in the student's education record.

Students experiencing homelessness may enroll even without typical documentation if otherwise eligible, consistent with the McKinney-Vento Homeless Assistance Act.

Special Program Information

When law requires national origin information for special programs (such as language instruction for English learners), ECRCHS collects it separately from enrollment. ECRCHS may ask for (but do not require) place of birth, U.S. entry date, and date first attending U.S. school. ECRCHS does not use this information to discriminate or prevent enrollment if families choose not to provide it.

Social Security Information

ECRCHS does not collect entire social security numbers or cards for enrollment. ECRCHS may request the last four digits of an adult household member's Social Security number only to establish federal benefit program eligibility (such as free or reduced-price meals). When such information is requested, ECRCHS explains this limited purpose and clarifies that not providing it does not bar enrollment.

For the Free and Reduced-Price Meals form, ECRCHS notifies parents that:

1. If any household member participates in CalFresh, CalWORKs, or FDPIR, no adult needs to provide Social Security number information.
2. If no household member participates in these programs and no adult has a Social Security number, the student can still qualify based on income by checking the "No SSN" box

ECRCHS treats all students equitably in receiving school services, including lunch programs, transportation, and educational instruction.

V. SHARING STUDENT INFORMATION

General Policy

ECRCHS requires written parental consent (or consent from students aged 18+) before releasing personally identifiable student information, except when FERPA permits disclosure without consent (such as directory information or information relevant to legitimate educational interests).

ECRCHS's requests for written consent include:

- Parent, guardian, or eligible student's signature and date
- Description of records disclosed
- Reason for release
- Parties receiving the information
- If requested, a copy of the records

Parents may choose to withhold such consent, in which case ECRCHS does not release it. ECRCHS permanently keeps consent notices with record files.

ECRCHS avoids disclosing information that might indicate a student's or family's citizenship or immigration status unless the Family Educational Rights and Privacy Act (FERPA), other federal or state law, or a valid court order, warrant, or subpoena authorizes it. ECRCHS provides parent or guardian notification before responding to court orders, warrants, or subpoenas, except for child abuse/neglect investigations or when the subpoena, warrant, or order prohibits disclosure.

FERPA exceptions do not authorize disclosure for immigration enforcement purposes. Immigration enforcement does not serve a legitimate educational interest, and immigration status is not directory information.

Families can review our complete Education Records and Student Information Policy upon request and/or on the school website. ECRCHS provides annual notice of this policy, including directory information and opt-out rights.

Immigration Enforcement Officers

Unless required by a valid judicial warrant or subpoena, or other court order, ECRCHS does not disclose student education records or any personally identifiable information about students or their families—in any form—to immigration enforcement officers conducting an immigration enforcement action without written parental consent, including students' home address and travel schedules.

When a valid judicial warrant, subpoena, or other court order requires disclosure, ECRCHS notifies parents or guardians as soon as practicable.

Response to Information Requests

When ECRCHS receives information requests related to immigration or citizenship status of a student, staff:

1. Notify a designated school official
2. Provide students and families appropriate notice and description of the request
3. Document verbal or written requests from immigration authorities
4. Unless prohibited, provide students and parents copies of documents issued by immigration enforcement officers

VI. CAMPUS ACCESS FOR IMMIGRATION ENFORCEMENT

Consistent with California law, ECRCHS does not permit immigration enforcement officers to enter nonpublic areas of a schoolsite for immigration enforcement activity unless they present a valid judicial warrant or court order. If a law enforcement official presents such documentation, ECRCHS requests they not interrupt students and faculty during class time and instead wait until a designated break period.

Response Procedures

Staff notify the schoolsite administrator or designee as soon as practicable about any immigration enforcement official request for student access, campus access, or document review.

Staff take these steps when an immigration or any other law enforcement official arrives at a schoolsite:

1. **Initial Contact**: Explain to the official that staff must first notify and receive direction from the site administrator
2. **Purpose**: Ask and document the official's stated reason for being at the schoolsite
3. **Documentation**: Request and copy the officer's credentials (name and badge number) and supervisor's phone number, and to produce documentation authorizing schoolsite access
4. **Record Keeping**: Make and retain copies of documentation the official produces
5. **Exigent Circumstances**: If the official declares exigent circumstances (such as a felony in progress on the schoolsite) and demands immediate access, comply with orders and immediately contact the site administrator
6. **Levels of Response**: If no exigent circumstances exist, respond according to the official's documentation:
    - **ICE or other administrative warrant**: For warrants not signed by a judge, do not permit entry to nonpublic areas of the schoolsite. Refer to site administrator.
    - **Judicial/court-issued warrant or court order**: Compliance is usually required to follow what is described in the court-issued order. When feasible, consult schoolsite administrator or legal counsel for next steps
    - **Subpoena**: Physical access to the schoolsite is not required. Subpoenas seek documents. Inform the schoolsite administrator and await instructions. Do not permit entry to nonpublic areas
7. **Cooperation Without Consent**: While staff should not consent to access except as described above, they should not physically impede law enforcement officials, even if officials appear to exceed warrant authorization. Document law enforcement officials' actions if they enter without consent
8. **Parental Notification**: The schoolsite administrator may notify the student's parent or guardian's consent if a law enforcement official requests or gains access to a student for immigration enforcement, unless access is pursuant to a judicial warrant.
9. **Required Notifications**:
    - The Executive Director or designee submits a timely report to the Board of Directors regarding immigration enforcement requests, actions, and ECRCHS's responses, ensuring confidentiality of potentially identifying information
    - The Executive Director or designee emails the Bureau of Children's Justice at BCJ@doj.ca.gov regarding any immigration enforcement official's attempt to access the school site or a student
    - ECRCHS follows its Comprehensive School Safety Plan procedures for notifying parents, guardians, students, teachers, administrators, and staff when ECRCHS confirms immigration enforcement presence on campus

VIII. SUPPORT FOR AFFECTED FAMILIES

Emergency Preparedness

ECRCHS encourages families to have emergency phone numbers and know where they keep important documentation (birth certificates, passports, Social Security cards, doctors' contacts, medication lists, allergy lists) to prepare for potential family member detention or deportation.

ECRCHS permits and encourages students and families to update emergency contact information throughout the school year and provide alternative contacts when no parent or guardian is available. Families may include a

trusted adult guardian as a secondary or tertiary emergency contact in case parents or guardians are detained. ECRCHS uses emergency card information only for specified emergencies, not for other purposes.

Caregiver Authorization Affidavits

ECRCHS encourages families to support relative caregivers in completing a Caregivers Authorization Affidavit. ECRCHS will rely on a signed, completed Affidavit to allow an authorized caregiver to enroll a student in school and to consent to school-related medical care. A parent's signature is not required on the Caregiver Authorization Affidavit. This form is available HERE.

When Parents Are Detained or Deported

If immigration authorities detain or deport a student's parent or guardian, ECRCHS:

- Uses the student's emergency card contact information to release the student to designated emergency contacts
- Releases the student to an adult presenting a Caregiver's Authorization Affidavit on the student's behalf
- Contacts child protective services if the school cannot arrange timely care through emergency contacts, a Caregiver's Authorization Affidavit, or other parent-provided information or instructions

Family Safety Plans

ECRCHS encourages families to develop Family Safety Plans to store at known locations. These plans identify trusted adults who can care for students if parents or guardians cannot. Students should know who their trusted adult is, that this person is their contact if parents are detained or deported, and how to reach them.

Additional Resources

When a family member is detained, ECRCHS may refer students and families to:

ICE Detainee Locator (https://locator.ice.gov/odls#/search)

- Helps determine if and where family members are detained
- Requires date of birth and Alien Registration Number (A-Number) if available
- **Note**: Use this only to locate detained individuals. ECRCHS never refers students, parents, or guardians to ICE or immigration enforcement for general immigration status questions

Legal Assistance

- Legal aid organizations may secure detained parents' release or arrange student visits
- California organizations accredited by the Board of Immigration Appeals: https://www.justice.gov/eoir/recognition-accreditation-roster-reports
- California court Self-Help Centers for family law assistance: http://www.courts.ca.gov/selfhelp-selfhelpcenters.htm
- Legal aid offices and lawyer referral services: http://www.courts.ca.gov/1001.htm

Consulates or Embassies

- The parent's or guardian's country of origin may offer additional information and assistance

~~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:~~
    a. ~~***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.~~
    b. ~~***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.

c. ***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, they 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:
    a. List or copy of the officer's credentials and contact information;
    b. Identity of all school personnel who communicated with the officer;
    c. Details of the officer's request;
    d. 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;
    e. School personnel's response to the officer's request;
    f. Any further action taken by the agent; and
    g. 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 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

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.

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), 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 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 the student's physical or mental health, (3) causing a reasonable student to experience a substantial interference with the student's academic performance, (4) causing a reasonable student to experience a substantial interference with the student's ability to

participate in or benefit from the services, activities, or privileges provided by 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 or through the Charter School's website, social media, or other school-sponsored platforms or devices shall generally be afforded the same protections and subject to the same limitations as printed material within the Policy. Students' use of Charter School technology, devices, platforms and accounts remain subject to Charter School's Student Technology Policy and Acceptable Use Agreement.

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 Material

Students shall be allowed to distribute circulars, leaflets, newspapers, and pictorial or other printed material, and to circulate petitions, subject to the following specific limitations:

1. The material 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 shall notify student(s) if distribution will be granted or denied (and if denied, why distribution is not in compliance with this policy).

2. Distribution, free or for a fee, may take place 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 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 material 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 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, the staff member will notify the student without undue delay and give specific reasons why the submitted material may not be published. The student 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 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 School or as an official Charter School group at any time unless authorized by the Charter School to participate in the activity.

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, personal social media or email accounts, or via text messages sent on a personal device outside of school hours is generally constitutionally protected but shall be subject to discipline when there is a sufficient nexus between the speech and the school.

Relevant considerations include:

1. The degree and likelihood of harm to the Charter School (staff, students, volunteers, and/or property) caused or augured by the expression,
2. Whether it is reasonably foreseeable that the expression would reach and impact the Charter School, and
3. The 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. Upon learning that students are considering actions in the areas covered by this policy, 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.
2. 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.
3. 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

4. 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.
5. 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.

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~~Student Safety, Professional Boundaries, and Adult Misconduct Policy

~~STAFF/STUDENT INTERACTION~~STUDENT SAFETY, PROFESSIONAL BOUNDARIES, AND ADULT MISCONDUCT POLICY

ECRCHS("School") is committed to providing every student with a safe, supportive, and appropriately supervised learning environment. This policy establishes the School's standards for professional boundaries between adults and students, limits on electronic and social media communication, mandated reporting obligations, and related safeguards against child abuse and misconduct.

This policy applies to all School employees, volunteers, contractors, and governing Board ("Board") members[9] (collectively referred to as "adults" herein).

The School recognizes its responsibility to make and enforce all rules and regulations governing student and ~~employee~~adult behavior to bring about the safest and most learning--conducive environment possible. This policy is available on the School's website.

STUDENT/ADULT PROFESSIONAL BOUNDARIES

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~~individual's use of force that is reasonable and necessary to protect the ~~employee~~individual, 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~~employees, volunteers, contractors, and Board members:

A. Examples of ~~PERMITTED~~permitted actions (~~NOT~~i.e., 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 a student on 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~~prohibited actions (i.e., 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~~Adult/Student Behavior

[9] This policy does not apply to student board members under Education Code 47604.2, or otherwise.

This policy is intended to guide ~~all School faculty and staff~~adults in conducting themselves in a way that reflects the high standards of behavior and professionalism required of ~~school employees~~them and to specify the boundaries between such adults and students ~~and staff~~.

Although this policy gives specific, clear direction, it is each ~~staff member's~~adult's obligation to avoid situations that could prompt suspicion by parents/guardians, 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~~an adult while interacting with a student~~.~~, whether during school hours or outside of school hours, including through social media platforms, text messaging, and other forms of communication that do not otherwise include a student's parent/guardian. Trespassing the boundaries of a student/~~teacher~~adult relationship is deemed an abuse of power and a betrayal of public trust.

Professional boundaries apply not only between students and staff, volunteers, and contractors, and Board members, but also among and between students, and among and between adults employed, volunteering, or under contract with the School. All members of the School community are expected to maintain professional conduct that models appropriate behavior and fosters a safe and respectful learning environment. Additionally, all facilities/areas under School control shall be effectively supervised to promote a safe environment for students and individuals performing services on behalf of the School.

Some activities may seem innocent from ~~a staff member's~~an adult's perspective, but can be perceived as flirtation or sexual insinuation from a ~~student~~student's or parent/guardian's point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between ~~staff~~adults and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.
~~Staff~~
Adults 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~~adults 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, adult/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 and apply equally during and outside of the regular school day:

Unacceptable ~~Staff~~Adult/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.
(k) Communication with students via an employee's personal accounts such as email, text message/direct message, and/or social media.
(l) Engaging in any electronic, digital, or social media communication with a student that is not School-related.
(m) Any form of grooming behavior, including conduct designed to build secrecy or inappropriate trust.

Unacceptable ~~Staff~~Adult/Student Behaviors without Parent and Supervisor Permission

(These behaviors should only be exercised when ~~a staff member has~~adults have parent/guardian 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~~Adults/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~~Adults must inform ~~their supervisor~~a school administrator 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/direct messages or letters to students if the content is not about school activities.
(d) Sending emails, text messages/direct messages or letters to a student regarding academic, disciplinary, or other School-related matters without including the student's parent or guardian on the communication.

Acceptable and Recommended ~~Staff~~Adult/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/direct messages, phone and instant messages to students within School provided platforms must be ~~very~~ professional and ~~pertaining~~pertain 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~~administration 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)~~
~~(l)~~(m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
~~(m)~~(n) Asking another ~~staff member~~adult to be present if you will be alone with any ~~type of~~student with special needs ~~student~~.
~~(n)~~(o) Asking another ~~staff member~~adult to be present when you must be alone with a student after regular school hours.
~~(o)~~(p) Giving students praise and recognition without touching them.
~~(p)~~(q) Pats on the back, high fives, and handshakes are acceptable.
~~(q)~~(r) Keeping your professional conduct a high priority.
~~(r)~~(s) Asking yourself if your actions are worth your job and career.
(t) Documenting any interaction with a student that may be crossing boundaries set forth in this policy, including any electronic communication.

PROFESSIONAL BOUNDARIES AMONG ADULTS

All adults covered by this Policy are expected to interact with one another in a manner that is professional, respectful, and consistent with the School's workplace conduct standards. Adults in positions of supervisory authority shall not use that authority to coerce, manipulate, or exploit other adults in the School community. Conduct among adults that creates a hostile work environment, involves sexual harassment, or otherwise violates applicable law or School policy is prohibited and must be reported consistent with the School's applicable reporting procedures. School leadership is responsible for modeling appropriate professional relationships and for addressing complaints of adult-to-adult misconduct promptly and consistently.

MANDATED REPORTING OBLIGATIONS

All of the following persons associated with the School are mandated reporters of known or reasonably suspected child abuse or neglect:

- All employees, regardless of role or frequency of student contact.
- All contractors whose duties require contact with or supervision of students.
- All board members.
- All volunteers who interact with students outside of the immediate supervision and control of the student's parent or guardian or a School employee.

A mandated reporter is not required to investigate, confirm, or seek corroboration before making a report. The obligation to report arises from reasonable suspicion, not certainty. Each mandated reporter has an independent, personal obligation to make a report to a child protective agency or law enforcement when that individual knows of or reasonably suspects that a child has been the victim of abuse or neglect.

Reports must be made immediately or as soon as practically possible by phone, and a written follow-up report must be submitted within 36 hours. While internal reporting to a supervisor or administrator is encouraged for operational awareness, the duty to report is not discharged by notifying a supervisor or by assuming that another person has made the report. No administrator may impede or inhibit a mandated reporter from filing a report.

Failure to make a required report is a misdemeanor under California law and may result in disciplinary action up to and including termination.

ANNUAL TRAINING REQUIREMENTS

The School shall provide annual training to all employees, contractors, board members, and volunteers on the following topics:

- Mandated reporting requirements under the California Child Abuse and Neglect Reporting Act, including which persons are mandated reporters, what must be reported, how to make a report, and the legal consequences of failing to report.
- Prevention of child abuse, including sexual abuse, in the school environment, including recognition of grooming behaviors, boundary violations, and other indicators of adult-to-student misconduct.
- The professional boundary standards and electronic communication requirements set forth in this Policy.
- The School's procedures for reporting concerns about staff conduct to administration.

All covered individuals must complete training within the first six weeks of each school year or within the first six weeks of hire, assignment, or commencement of volunteer services, whichever is earlier.

The School shall maintain a record of training completion dates for each individual. Training must be completed using the State Department of Social Services' online training module or an alternative module approved by the School's joint powers authority or insurance provider.

The governing board shall receive annual training on its obligations under SB 848, including with respect to the statewide reporting database once operational.

SCHOOL SAFETY PLAN

The School's comprehensive school safety plan shall include procedures specifically designed to address the supervision and protection of students from child abuse, neglect, and sex offenses.

The safety plan shall also address child neglect and include procedures for reporting all crimes occurring on campus or at campus-related activities, and classroom and non-classroom environments in a manner that promotes safe, easily supervised spaces for student learning and engagement

All School personnel shall receive training on the comprehensive school safety plan consistent with the requirements of SB 848.

For a copy of the complete school safety plan, please contact the main office.

STUDENT INSTRUCTION ON ABUSE PREVENTION

The School may provide annual, age-appropriate instruction to students on adult/student boundaries and the prevention and reporting of sexual abuse and assault, in accordance with guidance developed by the State Department of Education and the Office of Child Abuse Prevention.

If the School elects to provide such instruction, a student's parent or guardian shall have the right to opt the student out by submitting a signed opt-out form. The School shall provide advance notice to parents and guardians before any such instruction is delivered.

DUTY TO REPORT SUSPECTED MISCONDUCT

When any adult reasonably suspects or believes that another individual 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 administrator's duty to investigate and thoroughly report the situation. Adults 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.

The School shall investigate all credible reports of policy violations or misconduct promptly and shall take appropriate corrective action.The School shall not retaliate against any person who, in good faith, reports a concern under this Policy.

Appendix Z

Harassment, Discrimination, Intimidation, & Bullying Policy

HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

Discrimination, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, El Camino Real Charter High School ("Charter School") prohibits any acts of discrimination, harassment, intimidation, and bullying altogether.

As used in this policy, discrimination, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locs, and twists), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

To the extent possible, 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. Charter School staff who witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

This policy applies to incidents occurring on the school campus, at school-sponsored events and activities regardless of the location, through school-owned technology, and through other electronic means, whether perpetrated by a student, employee, parent/guardian, volunteer, independent contractor or other person with whom Charter School does business, and all acts of Charter School's Board of Directors ("Board") in enacting policies and procedures that govern Charter School.

Charter School complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

Definitions

Harassment means conduct based upon one or more of the protected characteristics listed above that is severe or pervasive, which unreasonably disrupts an individual's educational or work environment or that creates a hostile educational or work environment. Harassment includes, but is not limited to:

- Verbal conduct such as epithets, derogatory jokes, comments or slurs.
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school based on any of the protected characteristics listed above.
- Retaliation for reporting or threatening to report harassment.
- Deferential or preferential treatment based on any of the protected characteristics listed above.

Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- Placing a reasonable student [10] or students in fear of harm to that student's or those students' person or property.
- Causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health.
- Causing a reasonable student to experience a substantial interference with the student's academic performance.
- Causing a reasonable student to experience a substantial interference with the student's ability to participate in or benefit from the services, activities, or privileges provided by Charter School.

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, video or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Electronic act means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- A message, text, sound, video, or image.
- A post on a social network Internet Web site including, but not limited to:
    - Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
    - Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of "bullying," above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
    - Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
- An act of "Cyber sexual bullying" including, but not limited to:
    - The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in 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

[10] "Reasonable student" is defined as a student, including, but not limited to, a student with exceptional needs, who exercises average care, skill and judgment in conduct for a person of the student's age, or for a person of the student's age with the student's exceptional needs.

photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
    - "Cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- Notwithstanding the definitions of "bullying" and "electronic act" above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

Bullying and Cyberbullying Prevention Procedures

Charter School has adopted the following procedures for preventing acts of bullying, including cyberbullying.

Cyberbullying Prevention Procedures
Charter School advises students:
- To never share passwords, personal data, or private photos online.
- To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
- To consider how it would feel receiving such comments before making comments about others online.

Charter School informs its employees, students, and parents/guardians of Charter School's policies regarding the use of technology in and out of the classroom. Charter School encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

Education
Charter School employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. Charter School advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at Charter School and encourages students to practice compassion and respect each other.

Charter School educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, gender identification, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other students based on protected characteristics.

Charter School's bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop techniques and strategies to respond in a non-aggressive way to bullying-type behaviors. Students will also develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

Charter School informs Charter School employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their

children understand and comply with this Policy.

Professional Development
Charter School annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other Charter School employees who have regular interaction with students.

Charter School informs certificated employees about the common signs that a student is a target of bullying including:

- 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 Charter School and available research to be at elevated risk for bullying and provides its certificated employees with information on existing school and community resources related to the support of these groups. These groups include but are not limited to:

- Students who are lesbian, gay, bisexual, transgender, or questioning youth ("LGBTQ") and those youth perceived as LGBTQ; and
- Students with physical or learning disabilities.

Charter School encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for Charter School's students.

Complaint Procedures

Scope of the Complaint Procedures
Charter School will comply with its Uniform Complaint Procedures ("UCP") policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person's association with a person or group with one or more of the protected characteristics set forth in the UCP that:

- Are written and signed;
- Filed by an individual who alleges that they have personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying based on a protected characteristic, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
- Submitted to the Charter School UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

Charter School will comply with its Title IX Policy when investigating and responding to complaints alleging sex discrimination, including sex-based harassment, in its education program

or activity, as applicable.

The following procedures shall be utilized for complaints of misconduct prohibited by this Policy that do not fall within the scope of Charter School's Title IX Policy or comply with the writing, timeline, or other formal filing requirements of the UCP. A copy of Charter School's Title IX Policy and UCP is available in the main office.

Submitting a Report or Complaint
All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene when safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this Policy for reporting alleged acts of misconduct prohibited by this Policy.

Reports and complaints of misconduct prohibited by this Policy shall be submitted to the Executive Director (or the Secretary of the Board if the complaint is against the Executive Director) as soon as possible after the incidents giving rise to the report or complaint.

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, and Charter School will investigate and respond to all oral and written reports of misconduct prohibited by this Policy, the reporting party is encouraged to submit a written report. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this Policy and other verbal or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Executive Director, 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.

Charter School acknowledges and respects every individual's right to privacy. All reports and complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes keeping the identity of the reporter and/or complainant confidential, as appropriate, except to the extent necessary to comply with applicable law, carry out the investigation and/or to resolve the issue, as determined by Charter School on a case-by-case basis.

Charter School prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy.

Investigation and Response
Upon receipt of a report or complaint of misconduct prohibited by this Policy, the Executive Director or designee will promptly initiate an investigation. In most cases, a thorough investigation

will take no more than twenty-five (25) school days.

At the conclusion of the investigation, the Executive Director or designee will, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation and resolution of the incident/situation. However, the Executive Director or designee will not reveal confidential information related to other students or employees.

If the complaint is against the Executive Director, a non-employee Board member who is not the Board Chair or a parent/guardian of a student at Charter School will conduct a fact-finding investigation and provide the complainant with information about the investigation and resolution of the incident/situation.

Consequences
Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from Charter School or termination of employment.

Right of Appeal
Should a complainant find Charter School's resolution unsatisfactory, for complaints within the scope of this Policy, the complainant may, within five (5) business days of notice of Charter School's decision or resolution, submit a written appeal to the Chair of the Charter School Board, who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal. The decisionmaker for the appeal will notify the complainant of the final decision.

Harassment, Intimidation, Discrimination & Bullying
COMPLAINT FORM

Your Name: _____ Date: _____

Email Address: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against:
_____

List any witnesses that were present:
_____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements and conduct; what, if any, physical contact was

involved; any verbal statements etc.) (Attach additional pages, if needed):

_____
_____
_____
_____

I hereby authorize Charter School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

_____ Date: _____
Signature of Complainant

_____
Print Name

To be completed by Charter School:

Received by: _____ Date: _____

Follow up Meeting with Complainant held on: _____

Coversheet

Discuss and Vote to Approve the Variable Term Waiver

Section: V. School Business
Item: C. Discuss and Vote to Approve the Variable Term Waiver
Purpose: Vote
Submitted by:
Related Material: Item V C_Variable Term Waiver.pdf

Commission on Teacher Credentialing
Certification Division
ATTN: Waiver Unit
651 Bannon Street, Suite 601
Sacramento, CA 95811

Contact: https://educatortools.ctc.ca.gov/ContactUs
Website: www.ctc.ca.gov

CTC Use Only

CTC Use Only
W Z

VARIABLE TERM WAIVER REQUEST (WV1 Form)

Requests must be prepared by the employing agency, not the applicant. All materials must be typewritten or computer generated and sufficiently clear to photocopy. This form must be used for **first time and subsequent** waivers **only**.

1. **EMPLOYING AGENCY** (include mailing address)	County/District CDS Code	Contact Person:
		Telephone #:
NPS/NPA (list county code _____)		EMail:

2. APPLICANT INFORMATION:

Social Security or Individual Tax Identification Number: ☐

All applicants must answer professional fitness questions (see #11). In addition, if fingerprint clearance is not on file at CTC, a completed Live Scan receipt (41-LS) must be submitted with this waiver request. If needed, a review by the Division of Professional Practices will be concluded before a waiver approval letter will be issued.

Full Legal Name _____
First Middle Last

Former Name(s) _____ Birth Date _____

Applicant's Mailing Address _____

_____

Phone# _____ Email _____

Waiver Title _____

(List the specific title and subject area of the credential that authorizes the assignment. Note that the subject must be one that is available under current regulations.)

Assignment _____

Indicate specific position and grade level *(e.g. chemistry teacher, grades 11-12)*

- For bilingual assignment list LANGUAGE: _____
- Is this a full time position? ◯ Yes ◯ No
- If not, indicate how many periods a day the individual will be teaching the waiver assignment(s) _____
- Is this a subsequent waiver? (see #9 for additional information) ◯ Yes ◯ No

3. EDUCATION CODE OR TITLE 5 SECTION TO BE WAIVED

Specific section(s) covering the assignment: _____

4. EFFECTIVE DATES

Waivers are dated effective the beginning date of service. Provide the ending date of your school term, track or year below. A justification *must* be included if the expiration date extends beyond the term, track or year.

Effective Dates (mm/dd/yyyy): _____/_____/_____ **to** _____/_____/_____

Ending date of school term, track, or year: _____/_____/_____

5. STATEWIDE HIGH INCIDENCE AREA WAIVER REQUESTS:

a. INDICATE THE SHORTAGE AREA FOR THE ASSIGNMENT

- ☐ Special Education
- ☐ Clinical or Rehabilitative Services
- ☐ Speech-Language Pathology Services
- ☐ Driver Education and Training
- ☐ 30-Day Substitute

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

No copies are necessary if this is a recognized high incidence area.

- ☐ Advertised in local/national newspapers
- ☐ Advertised in professional journals
- ☐ Attended job fairs in California
- ☐ Attended recruitment out-of-state
- ☐ Contacted IHE placement centers
- ☐ Distributed job announcements
- ☐ Internet

Other _____

c. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

6. NON STATEWIDE NON SHORTAGE AREA WAIVER REQUESTS:

a. INDICATE THE LOW INCIDENCE AREA FOR THE ASSIGNMENT

- ☐ Administrative Services
- ☐ Single Subject Teaching (**all** subject areas)
- ☐ Designated Subjects – except driver education and training
- ☐ Teacher Librarian Services
- ☐ Multiple Subject Teaching
- ☐ Pupil Personnel Services: Counseling, Psychology, Social Work
- ☐ Reading Specialist/Certificate
- ☐ Teacher of English Learner Students

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

Copies of announcements, advertisements, web site registration, etc. **must** be attached.

The employer must verify **all** of the following:

- ☐ Distributed job announcements
- ☐ Contacted IHE placement centers
- ☐ Internet (i.e. www.edjoin.org)

Optional recruitment methods:

- ☐ Advertised in local/national newspaper
- ☐ Attended job fairs in California
- ☐ Attended recruitment out-of-state
- ☐ Advertised in professional journals

Other _____

c. PROVIDE DETAILED INFORMATION ABOUT THE RESULTS OF RECRUITMENT EFFORTS. BE SURE TO ANSWER EACH OF THE FOLLOWING QUESTIONS:

How many individuals credentialed in the authorization of the waiver request applied for the position? _____

How many individuals credentialed in the authorization of the waiver request were interviewed? _____

What were the results of those interviews? (Please indicate answers in numbers)

_____ Applicant(s) withdrew
_____ Candidate(s) declined job offer
_____ Candidate(s) found unsuitable for the assignment

d. PROVIDE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION

What special skills and knowledge are needed to successfully perform in this position? These should also be described in your recruitment advertisements and announcements.

e. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

7. REQUIREMENTS AND TARGET COMPLETION DATES FOR REACHING CREDENTIAL GOAL

List the requirements that the applicant must complete to be eligible for the credential along with the credential goal and target date by which he or she plans to complete those requirements

PROGRAM, COURSE, EXAMINATION, EXPERIENCE	TARGET COMPLETION DATE

8. LIST THE NAME AND POSITION OF THE PERSON ASSIGNED TO PROVIDE SUPPORT AND ASSISTANCE TO THE APPLICANT DURING THE TERM OF THIS WAIVER

By assigning this individual, the employing agency makes a commitment to provide orientation, guidance and assistance to the applicant, as feasible, in completing the requirement(s) listed above.

Name _____ Position _____

9. SUBSEQUENT WAIVER REQUESTS

- Attach a copy of a personnel evaluation that verifies the applicant served satisfactorily in the position authorized by the previous waiver.
- Attach supporting documentation

10. IS THIS EMPLOYING AGENCY GEOGRAPHICALLY ISOLATED?

Would the applicant have to travel more than 1 1/2 hours one-way to attend an institution with an approved program to meet the credential goal?

◯ Yes ◯ No ◯ Not applicable (program completion is not a requirement)

11. PROFESSIONAL FITNESS QUESTIONS (to be answered by the applicant)

Answers to the following questions are required**. If you answer yes to any question, you must complete the corresponding *Professional Fitness Explanation Form*.**

Before granting your application, the Commission will review, at a minimum:

- Federal Bureau of Investigation criminal history (rap sheet)
- California Department of Justice criminal history (rap sheet)
- International database of teacher misconduct maintained by the National Association of State Directors of Teacher Education and Certification (NASDTEC)
- Previous reviews by the Commission
- Complaints from others
- Notifications from school districts
- Teacher preparation test score violations

You must disclose misconduct, even if:

- It happened a long time ago
- It happened in another state, federal court, military or jurisdiction outside the United States
- You did not go to court and your attorney went for you
- You did not go to jail or the sentence was only a fine or probation
- You received a certificate of rehabilitation
- Your conviction was later dismissed (even if under Penal Code section 1203.4), expunged, set aside or the sentence was suspended

WARNING: You will be required to sign your application under penalty of perjury; by doing so you are also stating that you understand:

- That the information you provide is true and correct;
- That you understand any and all instructions related to your application;
- Failure to disclose any information requested is falsification of your application and the Commission may reject or deny your application or take disciplinary action against your credential;
- The Commission may reject your application if it is incomplete and it will be delayed.

a. Have you ever been:

- dismissed or,
- non-reelected or,
- suspended without pay for more than ten days, or
- retired or,
- resigned from, or otherwise left school employment

because of **allegations of misconduct** or while **allegations of misconduct** were pending?

◯ Yes ◯ No

b. Have you ever been convicted of any felony or misdemeanor in California or any other place? You must disclose:

- all criminal convictions
- misdemeanors and felonies
- convictions based on a plea of no contest or nolo contendere
- convictions dismissed pursuant to Penal Code Section 1203.4
- driving under the influence (DUI) or reckless driving convictions
- no matter how much time has passed

You do not have to disclose:

- misdemeanor marijuana-related convictions that occurred more than two years prior to this application, except convictions involving concentrated cannabis, which must be disclosed regardless of the date of such a conviction.
- Infractions (DUI or reckless driving convictions are not infractions)

◯ Yes ◯ No

c. Are you currently the subject of any inquiry or investigation by any law enforcement agency or any licensing agency in California or any other state?

◯ Yes ◯ No

d. Are any criminal charges currently pending against you?

◯ Yes ◯ No

e. Have you ever had any credential, including but not limited to, any Certificate of Clearance, permit, credential, license or other document authorizing public school service, revoked, denied, suspended, publicly reproved, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

◯ Yes ◯ No

f. Have you ever had any professional or vocational (not teaching or educational) license revoked, denied, suspended, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

◯ Yes ◯ No

12. CHILD ABUSE AND NEGLECT MANDATED REPORTING (to be answered by the applicant)

As a document holder authorized to work with children, it is part of my professional and ethical duty to report every instance of child abuse or neglect known or suspected to have occurred to a child with whom I have professional contact.

I understand that I must report immediately, or as soon as practicably possible, by telephone to a law enforcement agency or a child protective agency, and will send a written report and any evidence relating to the incident within 36 hours of becoming aware of the abuse or neglect of the child.

I understand that reporting the information regarding a case of possible child abuse or neglect to an employer, supervisor, school principal, school counselor, coworker, or other person is not a substitute for making a mandated report to a law enforcement agency or a child protective agency.

I understand that the reporting duties are individual and no supervisor or administrator may impede or inhibit my reporting duties.

I understand that once I submit a report, I am not required to disclose my identity to my employer.

I understand that my failure to report an instance of suspected child abuse or neglect as required by the Child Abuse and Neglect Reporting Act under Section 11166 of the Penal Code is a misdemeanor punishable by up to six months in jail or by a fine of one thousand dollars ($1,000), or by both that imprisonment and fine.

I acknowledge and certify that as a document holder, I will fulfill all the duties required of a mandated reporter.

☐ **I agree**

13. PUBLIC NOTICE -- CHECK THE BOX THAT APPLIES

☐ **Public School District:** Attached is a copy of the agenda item presented to the governing board of the school district in a public meeting showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or his or her designee in item #14 below, the person signing verifies that the board acted upon the item favorably.

By submitting this waiver request the district is certifying that reasonable efforts to recruit a fully prepared teacher for the assignment(s) were made in the following order:

1. A candidate who is qualified to participate in an approved internship program in the region of the school district
2. An individual who is scheduled to complete initial preparation requirements within six months

☐ **County Office of Education, State Agency, or Nonpublic, Nonsectarian School or Agency:** Attached is a dated copy of the notice that was posted at least 72 hours before the position was filled showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or administrator or his or her designee in item #15 below, the person signing verifies that there were no objections to this waiver request.

14. APPLICANT'S CERTIFICATION

I understand that in order to receive a subsequent waiver for this assignment I must pursue the completion of requirements to obtain full certification in the subject or area covered by this waiver request as specified in #7 above.

I understand that if my case is heard in a public meeting, all materials submitted to the Commission regarding my suitability, including grades and test scores, may be discussed.

I hereby certify (or declare) under penalty of perjury under the laws of the State of California that all of the foregoing statements in this application are true and correct.

Signature of Applicant **Date**
(Sign full legal name as listed in #2)

15. EMPLOYING AGENCY CERTIFICATION *(To be signed by district or county superintendent, personnel administrator, NPS/NPA administrator, or designee.)*

The person for whom this waiver is requested will not be employed until he or she has been cleared by the Department of Justice under the provisions of Education Code Section 44332.6 and Section 44830.1 (AB1612). The employer acknowledges that the Commission's final approval of this individual's waiver will be determined by a fitness review covering, in part, criminal activity, including certain in-state and/or out-of-state convictions. If this waiver request is for service to special education children, the Special Education Local Planning Area (SELPA) has been notified of our intent to request this waiver.

I certify under penalty of perjury that the information provided in this report is accurate and complete.

Signature: _____

Title: _____

Date: _____

Powered by BoardOnTrack

Coversheet

Discuss and Vote to Approve a One-Period Coach Authorization for the 2026–2027 School Year

Section: V. School Business
Item: D. Discuss and Vote to Approve a One-Period Coach Authorization for the 2026–2027 School Year
Purpose: Vote
Submitted by:
Related Material: Item V D_Coach Authorizations.pdf

FISCAL YEAR: 2026-2027

El Camino Real Charter High School

Athletics Office

REQUEST FOR ONE PERIOD COACH AUTHORIZATION

EC § 44258.7 (B) allows full-time, permanent or probationary, teacher who holds a credential in a subject other than physical education to coach a competitive sport for which the students receive physical education credit for **ONE** period a day if the teacher has completed a minimum of 20 clock hours of first aid instruction appropriate to the specific sport.

Teacher Name (first name_last name):	Eric Choi	Employee No:	110715791

Competitive Team Sport Requested Boys Golf

Period No. (Only one allowed)	Course Number	Grade Level	Course Title
6	330915	9-12	Boys Golf
[redacted]			

Administrator Certification of Requirements to qualify have been met. (ALL areas must be satisfied):
This section must be completed and signed by a certificated administrator.

- Hold a valid California teaching credentials obtained via completion of a BA degree and teacher preparation program that included student teaching
- Completed 20 clock hours of first aid instruction appropriate to the sport

Administrator's Name (print): Dean Bennett Position Title: Administrative Director

Administrator's Signature: _____ Date: 8/26/26

TEACHER CONSENT TO THE ASSIGNMENT (*Must be completed by teacher)*

I, Eric Choi (print name – first name, last name), agree to teach the above listed courses during the 2026-2027 fiscal year.

Teacher's Signature: _____ Date: _____

EXECUTIVE DIRECTOR'S VERIFICATION OF REQUEST AND CONSENT

ED's Name (print): _____

ED's Signature: _____ Date: _____

Scan/Email forms to: HR@ecrchs.net

Based on LAUSD HR form

FISCAL YEAR: 2026-2027

El Camino Real Charter High School

Athletics Office

REQUEST FOR ONE PERIOD COACH AUTHORIZATION

EC § 44258.7 (B) allows full-time, permanent or probationary, teacher who holds a credential in a subject other than physical education to coach a competitive sport for which the students receive physical education credit for **ONE** period a day if the teacher has completed a minimum of 20 clock hours of first aid instruction appropriate to the specific sport.

Teacher Name (first name_last name):	Eric Choi	Employee No:	110715791

Competitive Team Sport Requested Girls Soccer

Period No. (Only one allowed)	Course Number	Grade Level	Course Title
6	330925	9-12	Girls Soccer
[redacted]			

Administrator Certification of Requirements to qualify have been met. (ALL areas must be satisfied):
This section must be completed and signed by a certificated administrator.

- Hold a valid California teaching credentials obtained via completion of a BA degree and teacher preparation program that included student teaching
- Completed 20 clock hours of first aid instruction appropriate to the sport

Administrator's Name (print): Dean Bennett Position Title: Administrative Director

Administrator's Signature: _____ Date: 8/26/26

TEACHER CONSENT TO THE ASSIGNMENT (*Must be completed by teacher*)

I, Eric Choi, agree to teach the above listed courses during the 2026-2027 fiscal year.
(print name – first name, last name)

Teacher's Signature: _____ Date: _____

EXECUTIVE DIRECTOR'S VERIFICATION OF REQUEST AND CONSENT

ED's Name (print): _____

ED's Signature: _____ Date: _____

Scan/Email forms to: HR@ecrchs.net

Based on LAUSD HR form

FISCAL YEAR: 2026-2027

El Camino Real Charter High School

Athletics Office

REQUEST FOR ONE PERIOD COACH AUTHORIZATION

EC § 44258.7 (B) allows full-time, permanent or probationary, teacher who holds a credential in a subject other than physical education to coach a competitive sport for which the students receive physical education credit for **ONE** period a day if the teacher has completed a minimum of 20 clock hours of first aid instruction appropriate to the specific sport.

Teacher Name (first name_last name):	Eric Choi	Employee No:	110715791

Competitive Team Sport Requested Girls Golf

Period No. (Only one allowed)	Course Number	Grade Level	Course Title
6	330917	9-12	Girls Golf
[redacted]			

Administrator Certification of Requirements to qualify have been met. (ALL areas must be satisfied):
This section must be completed and signed by a certificated administrator.

- Hold a valid California teaching credentials obtained via completion of a BA degree and teacher preparation program that included student teaching
- Completed 20 clock hours of first aid instruction appropriate to the sport

Administrator's Name (print): Dean Bennett Position Title: Administrative Director

Administrator's Signature: _____ Date: 8/26/26

TEACHER CONSENT TO THE ASSIGNMENT (*Must be completed by teacher)*

I, Eric Choi (print name – first name, last name), agree to teach the above listed courses during the 2026-2027 fiscal year.

Teacher's Signature: _____ Date: _____

EXECUTIVE DIRECTOR'S VERIFICATION OF REQUEST AND CONSENT

ED's Name (print): _____

ED's Signature: _____ Date: _____

Scan/Email forms to: HR@ecrchs.net

Based on LAUSD HR form

FISCAL YEAR: 2026-2027

El Camino Real Charter High School

Athletics Office

REQUEST FOR ONE PERIOD COACH AUTHORIZATION

EC § 44258.7 (B) allows full-time, permanent or probationary, teacher who holds a credential in a subject other than physical education to coach a competitive sport for which the students receive physical education credit for **ONE** period a day if the teacher has completed a minimum of 20 clock hours of first aid instruction appropriate to the specific sport.

Teacher Name (first name_last name):	Dean Bennett	Employee No:	110827661

Competitive Team Sport Requested Flag Football

Period No. (Only one allowed)	Course Number	Grade Level	Course Title
6	330950	9-12	Flag Football
[redacted]			

Administrator Certification of Requirements to qualify have been met. (ALL areas must be satisfied):
This section must be completed and signed by a certificated administrator.

- Hold a valid California teaching credentials obtained via completion of a BA degree and teacher preparation program that included student teaching
- Completed 20 clock hours of first aid instruction appropriate to the sport

Administrator's Name (print): Minita Clark Position Title: Administrative Director

Administrator's Signature: [signature] Date: 8/26/26

TEACHER CONSENT TO THE ASSIGNMENT (*Must be completed by teacher*)

I, Dean Bennett (print name – first name, last name), agree to teach the above listed courses during the 2026-2027 fiscal year.

Teacher's Signature: [signature] Date: 8/26/26

EXECUTIVE DIRECTOR'S VERIFICATION OF REQUEST AND CONSENT

ED's Name (print): _____

ED's Signature: _____ Date: _____

Scan/Email forms to: HR@ecrchs.net

Based on LAUSD HR form

FISCAL YEAR: 2026-2027

El Camino Real Charter High School

Athletics Office

REQUEST FOR ONE PERIOD COACH AUTHORIZATION

EC § 44258.7 (B) allows full-time, permanent or probationary, teacher who holds a credential in a subject other than physical education to coach a competitive sport for which the students receive physical education credit for **ONE** period a day if the teacher has completed a minimum of 20 clock hours of first aid instruction appropriate to the specific sport.

Teacher Name (first name_last name):	Dean Bennett	Employee No:	110827661

Competitive Team Sport Requested Lacrosse

Period No. (Only one allowed)	Course Number	Grade Level	Course Title
6	330721	9-12	Lacrosse
[redacted]			

Administrator Certification of Requirements to qualify have been met. (ALL areas must be satisfied):
This section must be completed and signed by a certificated administrator.

- Hold a valid California teaching credentials obtained via completion of a BA degree and teacher preparation program that included student teaching
- Completed 20 clock hours of first aid instruction appropriate to the sport

Administrator's Name (print): Minita Clark Position Title: Administrative Director

Administrator's Signature: _____ Date: 8/26/26

TEACHER CONSENT TO THE ASSIGNMENT (*Must be completed by teacher*)

I, Dean Bennett (print name – first name. last name), agree to teach the above listed courses during the 2026-2027 fiscal year.

Teacher's Signature: _____ Date: 8/26/26

EXECUTIVE DIRECTOR'S VERIFICATION OF REQUEST AND CONSENT

ED's Name (print): _____

ED's Signature: _____ Date: _____

Scan/Email forms to: HR@ecrchs.net

Based on LAUSD HR form

FISCAL YEAR: 2026-2027

El Camino Real Charter High School

Athletics Office

REQUEST FOR ONE PERIOD COACH AUTHORIZATION

EC § 44258.7 (B) allows full-time, permanent or probationary, teacher who holds a credential in a subject other than physical education to coach a competitive sport for which the students receive physical education credit for **ONE** period a day if the teacher has completed a minimum of 20 clock hours of first aid instruction appropriate to the specific sport.

Teacher Name (first name_last name):	Kevin Thurow	Employee No:	180309901

Competitive Team Sport Requested Marching Dynamics

Period No. (Only one allowed)	Course Number	Grade Level	Course Title
6	330509	9-12	Marching Dynamics
[redacted]			

Administrator Certification of Requirements to qualify have been met. (ALL areas must be satisfied):
This section must be completed and signed by a certificated administrator.

- Hold a valid California teaching credentials obtained via completion of a BA degree and teacher preparation program that included student teaching
- Completed 20 clock hours of first aid instruction appropriate to the sport

Administrator's Name (print): Dean Bennett Position Title: Administrative Director

Administrator's Signature: _____ Date: 8/26/26

TEACHER CONSENT TO THE ASSIGNMENT (*Must be completed by teacher*)

I, Kevin Thurow (print name – first name, last name), agree to teach the above listed courses during the 2026-2027 fiscal year.

Teacher's Signature: _____ Date: 8-26-26

EXECUTIVE DIRECTOR'S VERIFICATION OF REQUEST AND CONSENT

ED's Name (print): _____

ED's Signature: _____ Date: _____

Scan/Email forms to: HR@ecrchs.net

Based on LAUSD HR form

FISCAL YEAR: 2026-2027

El Camino Real Charter High School

Athletics Office

REQUEST FOR ONE PERIOD COACH AUTHORIZATION

EC § 44258.7 (B) allows full-time, permanent or probationary, teacher who holds a credential in a subject other than physical education to coach a competitive sport for which the students receive physical education credit for **ONE** period a day if the teacher has completed a minimum of 20 clock hours of first aid instruction appropriate to the specific sport.

Teacher Name (first name_last name):	Camille King	Employee No:	160117881

Competitive Team Sport Requested Cross Country

Period No. (Only one allowed)	Course Number	Grade Level	Course Title
6	330909	9-12	Cross Country
[redacted]			

Administrator Certification of Requirements to qualify have been met. (ALL areas must be satisfied):
This section must be completed and signed by a certificated administrator.

- Hold a valid California teaching credentials obtained via completion of a BA degree and teacher preparation program that included student teaching
- Completed 20 clock hours of first aid instruction appropriate to the sport

Administrator's Name (print): Dean Bennett Position Title: Administrative Director

Administrator's Signature: [signature] Date: 8/26/26

TEACHER CONSENT TO THE ASSIGNMENT (*Must be completed by teacher*)

I, Camille King (print name – first name, last name), agree to teach the above listed courses during the 2026-2027 fiscal year.

Teacher's Signature: [signature] Date: 8/26/26

EXECUTIVE DIRECTOR'S VERIFICATION OF REQUEST AND CONSENT

ED's Name (print): _____

ED's Signature: _____ Date: _____

Scan/Email forms to: HR@ecrchs.net

Based on LAUSD HR form

FISCAL YEAR: 2026-2027

El Camino Real Charter High School

Athletics Office

REQUEST FOR ONE PERIOD COACH AUTHORIZATION

EC § 44258.7 (B) allows full-time, permanent or probationary, teacher who holds a credential in a subject other than physical education to coach a competitive sport for which the students receive physical education credit for **ONE** period a day if the teacher has completed a minimum of 20 clock hours of first aid instruction appropriate to the specific sport.

Teacher Name (first name_last name):	Camille King	Employee No:	160117881

Competitive Team Sport Requested Track

Period No. (Only one allowed)	Course Number	Grade Level	Course Title
6	330935	9-12	Track
[redacted]			

Administrator Certification of Requirements to qualify have been met. (ALL areas must be satisfied):
This section must be completed and signed by a certificated administrator.

- Hold a valid California teaching credentials obtained via completion of a BA degree and teacher preparation program that included student teaching
- Completed 20 clock hours of first aid instruction appropriate to the sport

Administrator's Name (print): Dean Bennett Position Title: Administrative Director

Administrator's Signature: _____ Date: 8/26/26

TEACHER CONSENT TO THE ASSIGNMENT (*Must be completed by teacher*)

I, Camille King, agree to teach the above listed courses during the 2026-2027 fiscal year.
(print name – first name, last name)

Teacher's Signature: _____ Date: 8/26/26

EXECUTIVE DIRECTOR'S VERIFICATION OF REQUEST AND CONSENT

ED's Name (print): _____

ED's Signature: _____ Date: _____

Scan/Email forms to: HR@ecrchs.net

Based on LAUSD HR form

FISCAL YEAR: 2026-2027

El Camino Real Charter High School

Athletics Office

REQUEST FOR ONE PERIOD COACH AUTHORIZATION

EC § 44258.7 (B) allows full-time, permanent or probationary, teacher who holds a credential in a subject other than physical education to coach a competitive sport for which the students receive physical education credit for **ONE** period a day if the teacher has completed a minimum of 20 clock hours of first aid instruction appropriate to the specific sport.

Teacher Name (first name_last name):	Edgar Ortega	Employee No:	261022701

Competitive Team Sport Requested Football

Period No. (Only one allowed)	Course Number	Grade Level	Course Title
6	330913/330914	9-12	Football – Varsity/JV
[redacted]			

Administrator Certification of Requirements to qualify have been met. (ALL areas must be satisfied):
This section must be completed and signed by a certificated administrator.

- Hold a valid California teaching credentials obtained via completion of a BA degree and teacher preparation program that included student teaching
- Completed 20 clock hours of first aid instruction appropriate to the sport

Administrator's Name (print): Dean Bennett Position Title: Administrative Director

Administrator's Signature: _____ Date: 9/15/26

TEACHER CONSENT TO THE ASSIGNMENT (*Must be completed by teacher*)

I, Edgar Ortega (print name – first name, last name), agree to teach the above listed courses during the 2026-2027 fiscal year.

Teacher's Signature: _____ Date: 9/15/26

EXECUTIVE DIRECTOR'S VERIFICATION OF REQUEST AND CONSENT

ED's Name (print): _____

ED's Signature: _____ Date: _____

Scan/Email forms to: HR@ecrchs.net

Based on LAUSD HR form

Coversheet

Vote to Approve 2026-2027 Amended State SELPA-Approved NPA/NPS Master Agreement for Academy for the Advancement of Children with Autism (AACA)

Section: V. School Business
Item: F. Vote to Approve 2026-2027 Amended State SELPA-Approved NPA/NPS Master Agreement for Academy for the Advancement of Children with Autism (AACA)
Purpose: Vote
Submitted by:
Related Material: Item V F_Advancement of Children with Autism (AACA).pdf

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA EL CAMINO CHARTER HIGH SCHOOL

Contract Year 2026-2027

_____ Nonpublic School

_____ Nonpublic Agency

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

_____ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

_____ Interim Contract: an extension of the previous fiscal year's approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for no more than 90 days after June 30, 2027 at the sole discretion of the LEA. Expiration Date:_____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2026-2027 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

See Addendum for changes to the Master Contract (Sections Indicated with an *)

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2026, between El Camino Charter High School, hereinafter referred to as the local educational agency ("LEA"), a member of the SELPA and Academy for the Advancement for Children with Autism (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement

is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT - See Addendum

The term of this Master Contract shall be from July 1, 2026 to June 30, 2027 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2026 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the Master Contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of

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subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to Charter School, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA

6. INDIVIDUAL SERVICE AGREEMENT ("ISA") - See Addendum

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

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e The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

f. "Parent" means:

i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,

ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,

iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,

iv. a surrogate parent,

v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

vi. Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

g. The term "days" means calendar days unless otherwise specified.

h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed, emailed, or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed or emailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, , including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors.

CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

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11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION - See Addendum

CONTRACTOR or LEA may terminate this Master Contract or an ISA for cause. "Cause" shall not include the availability of a public class initiated during the period of the contract or student behaviors known to CONTRACTOR at the time of student's placement, unless the parent and LEA agree to a change of student's placement at an IEP team meeting, or pursuant to lawful order from an administrative agency or court of competent jurisdiction.

To terminate the Master Contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

$2,000,000 per occurrence
$ 500,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. injury
$3,000,000 general aggregate
$2,000,000 products/completed operations aggregate

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The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a $1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

$1,000,000 per occurrence
$2,000,000 general aggregate

E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

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When CONTRACTOR is an NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

$3,000,000 per occurrence
$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees)

resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict

of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE) - See Addendum

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that

facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS - See Addendum

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school year calendar with the total number of billable days not to exceed one hundred and eighty (180) days for the regular school year, plus twenty (20) extended school year billable days or the equivalent number of days as the LEA's extended school year calendar, if different. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. CONTRACTOR must submit any calendar changes to LEA in writing at least ten (10) business days prior to proposed change in order to be eligible for payment based upon the new calendar, if approved. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP or ISA, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of

extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING - See Addendum

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

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27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend Charter School mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code sections 49000, *et seq.*, 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with state and federal law and implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Emergency interventions are those interventions used with a student during the time they present a serious, dangerous behavior that staff has determined to be present a clear and present danger to self or others, which requires a non-violent physical intervention to protect the safety of student, self, or others that cannot be prevented by use of a less restrictive technique. Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency intervention is used ; or when a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. A behavior emergency report form must be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If applicable, the IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. If the student already has a BIP, and the incident involved a previously unseen or new serious behavior, or if preexisting behavioral interventions in the BIP were ineffective, CONTRACTOR shall schedule with LEA an IEP meeting to review and determine the need to modify the BIP.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities;
6. prone restraint;
7. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
8. an intervention that precludes adequate supervision of the individual;
9. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the staff member's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Use prone restraint, including but not limited to prone containment.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension

32. IEP TEAM MEETINGS - See Addendum

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.* A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

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34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that

CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS - See Addendum

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC Section 56043(h).)

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon

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enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.); shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type; and shall submit to all monitoring requirements specific to out-of-state NPS contractors set forth in Education Code 56366.1 and Section 43 below

42. STATE MEAL MANDATE - See Addendum

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate; 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by a local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. MONITORING

The State Superintendent of Public Instruction ("Superintendent"), through the delegated monitoring activities to the California Department of Education (CDE), shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j) and (k) as applicable. This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance, as well as pupil perceptions, progress, and concerns, as required by law. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, a walkthrough of the facility, and, for a pupil placed in an NPS located outside of California, an in-person interview with the pupil, in a manner consistent with the pupil's IEP, to evaluate the pupil's health and safety. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE, using the "Local Educational Agency Onsite Visit for Nonpublic School" form developed and published by the department on CDE's internet website, including additional findings required by the CDE specific to NPS located outside California, if applicable, within 60 calendar days of the onsite visit.

If CONTRACTOR is an NPS located outside of California, the LEA or SELPA shall conduct at least quarterly check-ins with a pupil placed by the LEA pursuant to a master contract, through an unmonitored telephone call, in a manner consistent with the pupil's IEP.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees and student(s) placed by the LEA, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain,

and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE - See Addendum

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public-school campus, sign in/out procedures shall be followed by NPS/A providers working in a public-school classroom along with all other procedures for being on campus consistent with school policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public-school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning

permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING - See Addendum

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of

staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA.

LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employees.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of enrollment to another charter school or confirms the change to another charter school, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend

CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES - See Addendum

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under

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state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an in dependent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, 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 Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

64. PAYMENT FOR ROOM AND BOARD - See Addendum

When CONTRACTOR is an NPS associated with an RTC (NPS/RTC), CONTRACTOR shall be eligible for Room and Board payments on dates that the student was actually in attendance and received Room and Board services, payable for up to a maximum of 365 billable days or 366 days during a leap year, which may include a maximum of ten (10) days per Contract year when the student's bed is unoccupied due to home visits of a therapeutic nature, unless otherwise mutually agreed upon by CONTRACTOR and LEA. Any payment for additional days in special circumstances, such as a student's hospitalization or extended home visits exceeding ten (10) days in a Contract year, requires prior written approval from both the LEA and the CONTRACTOR.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2026 and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
Academy for the Advancment of Children with Autism	**El Caminio Real Charter High School**
Nonpublic School/Agency	**LEA Name**
By: _____ **Signature** **Date**	**By:** _____ **Signature** **Date**
_____ **Name and Title of Authorized Representative**	**Emilie Larew, Interim Executive Director** **Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
	Emilie Larew, Interim Executive Director
Name and Title	**Name and Title**
	El Camino Real Charter High School
Nonpublic School/Agency/Related Service Provider	**LEA**
Address	**Address**
City **State** **Zip**	**City** **State** **Zip**
Phone **Fax**	**Phone** **Fax**
Email	**Email**

Additional LEA Notification
(Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

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AACA
THE ACADEMY FOR ADVANCEMENT OF CHILDREN WITH AUTISM

NPS Rates AACA Fee Schedule**
(2026 – 2027 School Year)

Per Hour	Per Day	
	$201.00	Special Education Instruction
	$364.56	1-on-1 Instructional Aide
	$608.28	(BII) Behavior Intervention Implementation, and (ABA-D) Applied Behavior Analysis Direct
$170.89		(S&L) Speech & Language Development and Remediation
$165.38		(OT) Occupational Therapy Services – Ind/Grp
$121.28		(APE) Adaptive Physical Education - Ind/Grp
$243.34		Physical Therapy (PT) - Ind/Grp
$162.15		(PS) Psychological Services, including Counseling - Ind/Grp
$162.15		(BID) Behavior Intervention Development and Modification, and (ABA-S) Applied Behavior Analysis Supervision
$243.60		Assisted Technology (AAT/AAC) Direct Service or Consult
$162.23		Health and Nursing Services

Transportation Aide Services *
(2026-2027 School Year)

Per Hour	Flat Rate	
$70.84		1-on-1 Transportation Aide
$101.38		(BII) Behavior Intervention Implementation Transportation Aide
	$327.60	Transportation Aide

*A 2-hour minimum will be billed for any hourly transportation aide services.

NPS Rates for Assessments
(2026-2027 School Year)

Total	
$2,200.00	Assisted Technology (AAT/AAC) Evaluation
$5,914.18	Psycho-Educational Assessment
$1,500.00	APE, OT, SLP Assessment
$3,244.50	FBA (Functional Behavioral Assessment)

** If Contractor is not duly notified at least twenty-four (24) hours in advance of any student absence, the LEA or Contracting District hereby acknowledges and undertakes the obligation to compensate the Contractor for all costs associated with contracted Special Education Instruction (Basic Education) and Aide services (full-day), including but not limited to one-on-one (1:1), Behavior Intervention Implementation (BII) services, and Health and Nursing Services.

This Document (including attachments) contains proprietary and confidential information, which may also be subjects to non-disclosure agreement terms. Accordingly, any disclosure of this document or the information is prohibited.

EXHIBIT B: 2026-2027 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2026 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade:_____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ ( )
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: _____ during the regular school year _____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year _____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate:_____

   Estimated Number of Days _____ **x Daily Rate** _____ **= PROJECTED BASIC EDUCATION COSTS** _____

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							

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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6.Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

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Master Contract Addendum #1

Contract Year 2026 – 2027

The Nonpublic, Nonsectarian School/Agency Services Master Contract between El Camino Real Charter School (LEA) and Academy for Advancement of Children with Autism an NPS (CONTRACTOR) is hereby amended as follows, with the addition of the bolded language and removal of the crossed-out language, effective July 1, 2026:

Section 4: **TERM OF MASTER CONTRACT**
The term of this Master Contract shall be from July 1, 2026 to June 30, 2027 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to **June 30, 2027** (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the Master Contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

Section 6: **INDIVIDUAL SERVICE AGREEMENT ("ISA")**
This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master

Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

Section 14: **TERMINATION**

CONTRACTOR or LEA may terminate this Master Contract or an ISA for cause. "Cause" shall not include the availability of a public class initiated during the period of the contract unless the parent and LEA agree to a change of student's placement at an IEP team meeting, or pursuant to lawful order from an administrative agency or court of competent jurisdiction. **The Parties agree that "cause" may include behaviors that are known to CONTRACTOR at the time of student's placement but such behaviors have escalated and the student is determined to present a danger to other students or staff.**

To terminate the Master Contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. To terminate the ISA, either party shall give twenty (20) days prior written notice.

Section 21: **FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot

provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

Section 25: **CALENDARS**

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school year calendar with the total number of billable days not to exceed one hundred and eighty (180) days for the regular school year, plus **minimum of** twenty (20) extended school year billable days or the equivalent number of days as the LEA's extended school year calendar, if different. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. CONTRACTOR must submit any calendar changes to LEA in writing at least ten (10) business days prior to proposed change in order to be eligible for payment based upon the new calendar, if approved. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP or ISA, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of **minimum of** twenty (20) instructional days, unless otherwise agreed upon by the

IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

Section 26: **DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use

of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA **has approved** the CONTRACTOR's forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

Section 32: **IEP TEAM MEETINGS**

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract

The CONTRACTOR shall maintain confidentiality of all IEP data.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

Section 37: **GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS**

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate **an IEP meeting**, and the LEA representative must be in attendance.

Section 42: **STATE MEAL MANDATE**
When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate; 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by a local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

Section 47: **STAFF ABSENCE**
When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide upon request to LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within **forty-five (45)** calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make-up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

Section 52. **INCIDENT/ACCIDENT REPORTING**
CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report **that requires medical treatment for student** to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures. **CONTRACTOR shall submit any accident or incident report that does not require medical treatment for student to the LEA upon request of the LEA.**

Section 59: **PAYMENT FOR ABSENCES**

NONPUBLIC SCHOOL STAFF ABSENCE
Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider

within **forty-five (45)** calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. **Notwithstanding any provisions within this contract, if CONTRACTOR is not duly notified at least twenty-four (24) hours in advance of any student absence, the LEA hereby acknowledges and undertakes the obligation to compensate the contractor for all costs associated with contracted special education instruction and aide services (full day), including but not limited to one-on-one (1:1) aide, Health & Nursing Services or behavior intervention implementation (BII services).** LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within **forty-five (45)** calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

Section 64: **PAYMENT FOR ROOM AND BOARD**

N/A

Contractor:	LEA:
Academy for Advancement of Children with Autism	El Camino Real Charter School

Leslie Michelle, CEO	Emilie Larew, Interim Executive Director
Name and Title (printed)	Name and Title (printed)
Signature Date	Signature Date

4933-1351-7006, v. 1

Master Contract Addendum #1

Contract Year 2026 – 2027

The Nonpublic, Nonsectarian School/Agency Services Master Contract between El Camino Real Charter School (LEA) and Academy for Advancement of Children with Autism an NPS (CONTRACTOR) is hereby amended as follows, **with the addition of the bolded language and removal of the crossed-out language,** effective July 1, 2026:

Section 4: **TERM OF MASTER CONTRACT**
The term of this Master Contract shall be from July 1, 2026 to June 30, 2027 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to **June 30, 2027** (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the Master Contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

Section 6: **INDIVIDUAL SERVICE AGREEMENT ("ISA")**
This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master

Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

Section 14: **TERMINATION**

CONTRACTOR or LEA may terminate this Master Contract or an ISA for cause. "Cause" shall not include the availability of a public class initiated during the period of the contract unless the parent and LEA agree to a change of student's placement at an IEP team meeting, or pursuant to lawful order from an administrative agency or court of competent jurisdiction. **The Parties agree that "cause" may include behaviors that are known to CONTRACTOR at the time of student's placement but such behaviors have escalated and the student is determined to present a danger to other students or staff.**

To terminate the Master Contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. To terminate the ISA, either party shall give twenty (20) days prior written notice.

Section 21: **FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot

provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; **and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities.** CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

Section 25: **CALENDARS**

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school year calendar with the total number of billable days not to exceed one hundred and eighty (180) days for the regular school year, plus **minimum of** twenty (20) extended school year billable days or the equivalent number of days as the LEA's extended school year calendar, if different. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. CONTRACTOR must submit any calendar changes to LEA in writing at least ten (10) business days prior to proposed change in order to be eligible for payment based upon the new calendar, if approved. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP or ISA, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by

the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist **of minimum** of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

Section 26: **DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary

action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA **has approved** the CONTRACTOR's forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

Section 32: **IEP TEAM MEETINGS**

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

Section 37: **GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS**
When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must **initiate an IEP meeting**, and the LEA representative must be in attendance.

Section 42: **STATE MEAL MANDATE**
When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate; 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by a local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

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Section 47: **STAFF ABSENCE**
When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide upon request to LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within **forty-five (45)** calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make-up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

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CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report **that requires medical treatment for student** to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures. **CONTRACTOR shall submit any accident or incident report that does not require medical treatment for student to the LEA upon request of the LEA.**

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Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider

within **forty-five (45)** calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. **Notwithstanding any provisions within this contract, if CONTRACTOR is not duly notified at least twenty-four (24) hours in advance of any student absence, the LEA hereby acknowledges and undertakes the obligation to compensate the contractor for all costs associated with contracted special education instruction and aide services (full day), including but not limited to one-on-one (1:1) aide, Health & Nursing Services or behavior intervention implementation (BII services).** LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within **forty-five (45)** calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

Section 64: **PAYMENT FOR ROOM AND BOARD**
N/A

Contractor:	LEA:
Academy for Advancement of Children with Autism	El Camino Real Charter School
Leslie Michelle, CEO Name and Title (printed)	Emilie Larew, Interim Executive Director Name and Title (printed)
Signature Date	Signature Date

4933-1351-7006, v. 1

Coversheet

Discuss and Vote to Ratify Contract with Third-Party Security Company Code 4

Section: V. School Business
Item: G. Discuss and Vote to Ratify Contract with Third-Party Security Company Code 4
Purpose: Vote
Submitted by:
Related Material: Item V G_Third Party Security Company.pdf
Item V G_Security_Presentation_7.26.pdf

CODE 4 PRIVATE SECURITY

Security Services Agreement

10907 Downey Ave, Ste 202
Downey CA, 90241

Phone: (888) 601-5311
Email: CA@AllCode4.com

This Professional Services Agreement (hereinafter the "Agreement") is entered into between Code 4 Private Security, a California Corporation, (hereinafter "Code 4 Private Security") and El Camino Real Charter High School (ECRCHS) whose billing address is 5440 Valley Circle Blvd., Woodland Hills, CA 91367; Telephone Number _____(hereinafter "Client") on Date,_____. Code 4 Private Security and El Camino Real Charter High School shall hereinafter collectively be referred to as "the parties" and each as the "party." The parties agree as follows:

1. **SERVICES**.
(a) Code 4 Private Security and Client hereby agree that Code 4 Private Security shall furnish the number of specified [unarmed] security personnel at the location(s) (hereinafter "Premises"), and on the day(s) and time(s) specified in Exhibit "A" attached hereto.
(b) Security personnel services shall be provided in accordance with this Agreement, and with any written instructions or orders (hereinafter referred to as the "Post Orders") to be mutually agreed upon between the parties. Should any conflict arise between the terms of any other document and this Agreement, this Agreement shall control. In the absence of Post Orders, Code 4 Private Security shall provide security services in accordance with accepted security industry standards, and in accordance with all State and local requirements. Code 4 Private Security 's primary responsibility will be to observe and report to Client.
(c) Security services shall begin at Time a.m./p.m. on Date, 2026, and shall continue for an initial term of one (1) year, unless earlier terminated pursuant to the Termination provision below. Any extension of this Agreement shall require the mutual written agreement of the Parties.

2. **STAFFING AND COVERAGE**. Code 4 Private Security shall provide the number of qualified security personnel and coverage specified in Exhibit "A." Code 4 Private Security shall promptly notify Client of any anticipated or actual staffing shortage and shall use commercially reasonable efforts to provide a qualified replacement. Client shall not be charged for any unfilled post or portion of a scheduled shift during which the required security personnel are not provided.

3. **PAYMENTS**.
(a) Invoicing. Code 4 Private Security shall invoice Client for services rendered every two weeks (or at such other time as mutually agreed in writing between the parties).

(b) Payment Terms (Mandatory Election). Client shall select one (1) of the following payment terms (the "Net Terms"), and no other payment terms shall apply unless expressly agreed in writing by Code 4 Private Security:

[ ] Due Upon Receipt
[ ] Net 7 (due seven (7) calendar days from invoice date)
[ ] Net 15 (due fifteen (15) calendar days from invoice date)
[X] Net 30 (due thirty (30) calendar days from invoice date)
Invoices shall be due and payable according to the selected Net Terms and shall be considered delinquent the day after the applicable due date.

(c) Service Rates. It is agreed that the compensation due Code 4 Private Security under this Agreement shall include charges at the Service Rates specified in Exhibit "B," including rates for Holidays and overtime, as applicable.

(d) No Offset; Disputes. Client agrees to pay all invoices in the full amount without offset of any kind or nature except for amounts subject to a good-faith dispute. In the event of an invoice dispute, Client agrees to pay the undisputed amount and to notify Code 4 Private Security as to the reason for the dispute and the amount thereof.

(e) Late Charges. Should Client fail to make payment in full of any undisputed amount by the due date under subsection (b), and fail to cure such nonpayment within ten (10) business days after written notice from Code 4 Private Security, the overdue undisputed amount may be subject to a late charge of one and one-half percent (1.5%) per month or the maximum rate permitted y law, whichever is less, until paid in full.

(f) Accepted Payment Methods. Client may pay by ACH bank transfer or check. Client may request to pay with credit card with additional 3.5% fee.

(g) Retainer Deposit Required; Condition of Service. Given the critical nature of security services and their coverage under comprehensive insurance policies contingent upon fully executed contracts, Client acknowledges and agrees that services shall be rendered exclusively when Client's account is current and in good standing. To activate services and secure staffing and deployment resources, Client shall pay an earnest deposit at the time of contract signing and prior to the commencement of services (the "Deposit"). The Deposit shall be applied toward invoiced services unless otherwise stated in writing.

(h) Mandatory Deposit Amount for Weekly Billing (40+ Hours). All Code 4 Private Security accounts with a weekly billing of forty (40) hours or more require a Deposit corresponding to Client's selected Net Terms as follows:

Net 15: Deposit equal to two (2) weeks of estimated services.
Net 30: Deposit equal to four (4) weeks of estimated services.
Due Upon Receipt: Deposit amount, if any, shall be determined based on operational needs and may be waived at Code 4 Private Security's discretion in writing. Retainer Deposit shall be waived for ECRCHS.

This Deposit policy is intended to prevent Code 4 Private Security from carrying labor debt and to ensure financial security for both parties.

(i) Nonpayment; Material Breach; Suspension of Services. Any undisputed amount that remains unpaid following expiration of the notice and cure period set forth in subsection (e) above shall constitute a material breach of this Agreement. Code 4 Private Security may exercise its remedies for material breach pursuant to the Termination provision below. A good-faith invoice dispute shall not constitute a material breach or provide a basis for suspension or cessation of services.

(j)Deposit Reconciliation and Return Upon Termination. Upon cancellation or termination formally issued by either party, any Deposit funds remaining after payment of all invoiced service time and any outstanding balances shall be returned to Client within thirty (30) days.

4. **INDEPENDENT CONTRACTOR/EMPLOYER**.
(a) Code 4 Private Security agrees to perform the services described in this Agreement as an independent contractor and not as an employee, agent, joint ventures, affiliate, or associate of Client.
(b) Code 4 Private Security shall hire all security personnel and shall be responsible for the payment of all wages, appropriate expenses, and customary taxes and insurance.
(c) All security personnel shall be under the direction and control of Code 4 Private Security with respect to their employment and personnel matters. Client may provide reasonable instructions, site-specific procedures, operational guidance, and directions regarding the performance of security services, provided such directions are consistent with the terms of this Agreement and applicable state and federal law. Code 4 Private Security shall have the right to assign such security personnel as it sees fit. Code 4 Private Security may change security personnel in its reasonable discretion. Client may reasonably request the removal or reassignment of any security personnel from Client's premises based on safety, conduct, performance, or other reasonable operational concerns. Code 4 Private Security shall promptly honor such request and provide a qualified replacement at no additional cost to Client.
(d) Code 4 Private Security shall provide its security personnel with all necessary uniforms, badges, and equipment (as appropriate). Non-standard uniforms or equipment required by Client will be provided as agreed upon and at a cost as mutually agreed upon in writing.
(e) All security personnel shall be employees of Code 4 Private Security or subcontractors to Code 4 Private Security if approved by Client in writing, and shall not be deemed to be employees of Client. Code 4 Private Security shall remain fully responsible for the acts and omissions of any approved subcontractor and shall ensure that all subcontractors and their personnel satisfy the same licensing, training, screening, confidentiality, insurance, and other requirements applicable to Code 4 Private Security and its personnel under this Agreement.

5. **PROPERTY**.
(a) All property, equipment and supplies furnished by Code 4 Private Security to provide the services hereunder shall remain the property of Code 4 Private Security and Code 4 Private Security shall always, during and after the term of this Agreement, have the sole right to install, maintain and remove such property, equipment, and supplies, provided that any installation or alteration to Client's premises shall require Client's prior written consent.

(b) All Client-owned equipment and supplies provided to Code 4 Private Security to aid in providing the services hereunder will be given proper care by Code 4 Private Security and returned to Client on demand in original condition, normal wear and tear excepted.

6. **NOTIFICATION OF HAZARDS.** Client agrees to notify Code 4 Private Security of any physical or environmental hazards on or about the Premises to which exposure could lead to injury or illness of Code 4 Private Security 's employees.

7. **CLIENT VEHICLES.** If Client requires Code 4 Private Security personnel to use any vehicle or operate any equipment during the course of security personnel duties, other than the security personnel's own personal vehicle or a vehicle provided by Code 4 Private Security,

Client agrees to maintain comprehensive fire, theft, collision, and liability insurance on such vehicles, in accordance with Client's applicable insurance coverage.

.

8. **LOSS OF KEYS.** If Client entrusts Code 4 Private Security with keys to its Premises, facilities or equipment, Code 4 Private Security will be responsible for such keys while entrusted to Code 4 Private Security or its personnel and until returned to Client. Should keys be lost while in the custody or control of Code 4 Private Security, Code 4 Private Security agrees to reimburse Client for the reasonable and necessary costs of replacing affected keys, locks, and access-control devices, including reasonable labor costs..

9. **CONFIDENTIALITY**. Code 4 Private Security and its personnel shall maintain the confidentiality of all nonpublic information obtained in connection with the Services, including student and employee information, security procedures and protocols, access information, incident reports, and other confidential information of Client. Such information shall be used solely as necessary to perform the Services and shall not be disclosed to any third party except as authorized by Client or required by law. Code 4 Private Security shall ensure that its employees, agents, and subcontractors comply with these obligations and shall comply with all applicable laws governing student records and privacy. Upon termination or Client's request, Code 4 Private Security shall return or securely destroy Client's confidential information in its possession, except to the extent retention is required by law. These obligations shall survive termination of this Agreement.

10. **REPORTING, RECORDS, and SAFETY PROCEDURES**. Code 4 Private Security shall promptly notify Client's designated representative of any material incident, injury, safety concern, suspected criminal activity, or emergency occurring during the performance of the Services. Code 4 Private Security shall provide a written incident report as soon as practicable following any material incident, which shall be no later than the end of the applicable shift or, where reasonably necessary, the following business day at latest. Code 4 Private Security shall maintain reasonably complete records concerning the Services, including incident reports and activity logs, shall provide copies to Client upon reasonable request, and shall retain such records for not less than three (3) years following creation. Code 4 Private Security shall maintain policies and procedures reasonably appropriate to the Services concerning pupil and site safety, emergency response, and accident reporting, and prior to commencement of the Services and thereafter, upon reasonable request, shall provide such policies and procedures to Client.

11. **INDEMNIFICATION.**

(a) Code 4 Private Security shall defend, indemnify, and hold harmless Client, its governing board, officers, employees, and agents from and against third-party claims, damages, losses, liabilities, judgments, settlements, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from: (i) any negligent or wrongful act or omission or willful misconduct of Code 4 Private Security or its employees, agents, or subcontractors; (ii) bodily injury, death, or property damage caused by Code 4 Private Security or its employees, agents, or subcontractors, (iii) Code 4 Private Security's breach of this Agreement; or (iv) Code 4 Private Security's failure to comply with applicable law. Code 4 Private Security's duty to defend shall arise upon tender of a claim covered by this Section and shall not be conditioned upon a prior determination of liability.

(b) Client shall defend, indemnify, and hold harmless Code 4 Private Security, its agents and employees from and against third-party claims to the extent arising out of Client's gross negligence or willful misconduct in connection with this Agreement; provided, however, that Client shall have no obligation to indemnify Code 4 Private Security for any claim to the extent caused by any act or omission of Code 4 Private Security or its employees, agents, or subcontractors.

(c) Omitted.

(d) Code 4 Private Security 's indemnity obligations herein shall not be construed as a waiver of the statutory protections afforded to Code 4 Private Security by all applicable Workers' Compensation laws or statutes.

(e) The indemnity obligations of Code 4 Private Security and Client set forth herein shall survive the expiration or termination of this Agreement.

12. **INSURANCE**.

(a) At all times during the term of this Agreement, Code 4 Private Security will maintain in full force and effect without interruption, at its sole expense: (i) Workers' Compensation insurance as required by California law and Employer's Liability insurance with limits of not less than $1,000,000 per accident, employee, and policy; (ii) Commercial General Liability insurance, including contractual liability, bodily injury, property damage, and personal injury, with limits of not less than $2,000,000 per occurrence and $4,000,000 aggregate; (iii) Commercial Automobile Liability insurance covering owned, hired, and non-owned vehicles used in connection with the Services, with limits of not less than $1,000,000 combined single limit per accident; and (iv) Sexual Abuse and Molestation Liability insurance with limits of not less than $2,000,000 per occurrence and aggregate. Client, its governing board, officers, employees, and agents shall be named as additional insureds on Code 4 Private Security's Commercial General Liability, Automobile Liability, and Sexual Abuse and Molestation Liability policies. Such insurance shall be primary and non-contributory with

respect to insurance maintained by Client. Code 4 Private Security shall provide certificates of insurance and applicable endorsements evidencing the foregoing coverages before commencement of the Services and upon each policy renewal.

(b) Client agrees to assume all risks of loss, or damage to its Premises, business, and property and to property of others on Client's Premises occurring as result of fire, theft or other casualty or loss and Client waives all rights of recovery, indemnification or subrogation against Code 4 Private Security or Code 4 Private Security 's insurer for any such loss or damage, except to the extent such loss or damage is caused by the negligence, wrongful act or omission, willful misconduct, or breach of this Agreement by Code 4 Private Security or that of its employees, agents, or subcontractors.

(c) The client shall provide and maintain at its cost commercial general liability insurance with a single limit of not less than one million dollars ($1,000,000.00) per occurrence. This policy shall remain in full force and effect for the period of the services provided by Code 4 Private Security. To the extent available under Client's existing insurance program, Code 4 Private Security may be included as an additional insured solely with respect to liability arising from Client's acts or omissions or conditions of Client's Premises, and not with respect to liability caused by Code 4 Private Security or its employees, agents, or subcontractors.

(d) In the event of a loss or damage to the Premises, facilities or equipment of Client, or facilities or equipment of others on the Premises, due to fire or other casualty, Client's insurance shall be primary to any insurance provided by Code 4 Private Security, except to the extent such loss or damage is caused by the negligence, wrongful act or omission, willful misconduct, or breach of this Agreement by Code 4 Private Security or its employees, agents, or subcontractors.

13. **NO WARRANTY**. Client recognizes that Code 4 Private Security is not an insurer of property or persons and makes no warranty, express or implied, that the security services provided will prevent loss, damage or injury to Client, Client's guests, invitees, employees, or property or from the injury or death of any person whomsoever or the consequences therefrom. Nothing in this Section limits Code 4 Private Security's obligations to perform the Services in accordance with this Agreement or its liability for breach of this Agreement or for the acts or omissions of Code 4 Private Security or its employees, agents, or subcontractors.

14. **TERMINATION**. This Agreement may be terminated at any time by either party, without cause, by giving thirty (30) days written Notice to the other party. In the event of a material breach of any term or provision of this Agreement by either party the non-breaching party may terminate this Agreement if such breach remains uncured for ten (10) business days following written notice describing the breach in reasonable detail; provided, however, that Client may terminate immediately if Code 4 Private Security loses any license required to perform the Services or if Code 4 Private Security's acts or omissions create a material risk to the safety of Client's students, employees, or visitors. Upon expiration or termination, Client shall be responsible only for amounts properly due for Services performed through the effective date of termination. Code 4 Private Security shall promptly return Client property and records in its possession and reasonably cooperate with Client in transitioning the Services to Client or a successor provider.

15. **NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to confer any rights or remedies on anyone other than the parties to the Agreement and their respective successors, representatives, and assigns. The provisions of this Agreement shall not entitle any person not a signatory to this Agreement to any rights as a third-party beneficiary, or otherwise, it being the specific intention of the parties hereto to preclude any and all-non-signatory parties from any such third-party beneficiary rights, or any other rights whatsoever.

16. **WAIVER**. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right later to enforce the same. No waiver by any party of any condition, or of the breach of any term, agreement, covenant, representation, or warranty contained in this Agreement, whether by conduct of otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other term, agreement, covenant, representation or warranty of this Agreement.

17. **INVALIDITY OF PROVISIONS**. The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of such provision or any other provision of this Agreement.

18. **ENTIRE AGREEMENT**. This Agreement and its Exhibits, and any Post Orders mutually agreed upon pursuant to this Agreement, set forth the entire agreement and understanding of the parties in respect of the transactions contemplated hereby and supersedes all prior and contemporaneous negotiations, promises, covenants, agreements, representations, arrangements, undertakings, and understandings relating to the subject matter hereof. No representation, promise, inducement, or statement of intention has been made which is not embodied in this Agreement. None of the parties shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.

19. **REPRESENTATIVE CAPACITY**. Each signatory to this Agreement in a representative capacity represents and warrants they are authorized to execute the Agreement on behalf of the person or entity on whose behalf their signature is affixed.

20. **CALIFORNIA LAW**. This Agreement is entered into in the State of California. It shall be governed by, interpreted, and construed and enforced in accordance with the domestic laws of the State of California without reference to principles of conflicts law.

21. **INTERPRETATION OF AGREEMENT**. The language of this Agreement shall in all cases be interpreted as a whole, according to its fair meaning, and not strictly for or against any of the parties, regardless of which is the drafter of this Agreement.

22. **BINDING NATURE OF PROVISIONS**. All the terms, agreements, covenants, representations, warranties, and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by, the parties hereto and their respective successors and assigns, if any.

23. **AMENDMENT/MODIFICATION**.
This Agreement and any Exhibits may only be amended, modified, superseded, or canceled in writing executed by each of the parties.

24. **FORUM**. The parties hereby consent to the jurisdiction and venue of the courts, federal or state, located in the jurisdiction where the security services are rendered, but in all cases, within the State of California, with respect to any action or suit hereunder.

25. **ATTORNEY FEES**. In the event any legal action or proceeding is necessary or appropriate to enforce or construe any provision of this Agreement, or to seek relief for the breach thereof, the prevailing party in such action or proceeding shall be entitled to recover its reasonable costs incurred, including reasonable attorney fees.

26. **NOTICES**. All Notices required from one party to the other hereunder shall be sent by in writing by personal delivery, nationally recognized overnight courier, certified U.S. mail, or email to the addresses set forth below. Notice shall be effective upon receipt; provided that notice by email shall be effective upon confirmation of receipt or other evidence of successful delivery.

Notice to Client shall be sent to:

Attn: Mehdi Vosogh

Physical address: 5440 Vally Circle Blvd.

Woodland Hills, CA 91367

E-mail address: m.vosogh@ecrchs.net

Notice to Code 4 Private Security shall be sent to:
Code 4 Private Security
Attn: John Garcia
10907 Downey Ave
Downey CA, 90241
E-mail address: jgarcia@allcode4.com

27. **FORCE MAJEURE**. Neither party shall be liable for failure or delay in performance, other than payment obligations for Services already performed, to the extent caused by circumstances beyond the affected party's reasonable control, including acts of God, civil or labor disturbances, pandemic or epidemic, government action, or other similar events. The affected party shall promptly notify the other party and use commercially reasonable efforts to resume performance. If a force majeure event materially prevents Code 4 Private Security from providing required security coverage for more than five (5) consecutive business days, Client may terminate this Agreement upon written notice without penalty or further liability.

28. **COMPLIANCE WITH LAW**.
(a) Code 4 Private Security shall, at its own cost and expense, comply in full with all applicable federal, state, and local statutes, laws, ordinances, rules, regulations, orders, licenses, permits or fees ("Governmental Regulations") associated with the services provided under this Agreement. Without limiting the foregoing, Code 4 Private Security shall maintain in good standing its California Private Patrol Operator license and all other business licenses, business certificates, permits, and authorizations applicable to the Services. Code 4 Private Security shall ensure that each employee who interacts with students has a valid criminal records summary as described in Education Code section 45125.1 before interacting with students and shall provide Client the written certification required by that section. When Code 4 Private Security performs the criminal background check, it shall immediately provide Client any subsequent arrest and conviction information received pursuant to the subsequent arrest service as required by law. These requirements shall apply equally to personnel of any approved subcontractor. Code 4 Private Security shall further ensure that all security personnel assigned to Client possess valid BSIS Guard Cards, applicable SB 1626 training and certification, and all other licenses, registrations, training, and certifications required by law for the Services. All Services, activities, and materials provided under this Agreement shall comply with applicable state and federal nondiscrimination laws.
(b) Client shall, at its own cost and expense, comply in full with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations applicable to Client's performance of its obligations under this Agreement.

29. **ASSIGNMENT**. Neither Client nor Code 4 Private Security shall assign this Agreement or assign any rights arising under or to allow the same to be assigned by operation of law or otherwise without the prior written consent of both parties, which consent shall not be unreasonably withheld. Code 4 Private Security shall not subcontract the performance of the security Services without Client's prior written approval. Any approved subcontractor shall satisfy all licensing, personnel, training, insurance, confidentiality and other requirements applicable to Code 4 Private Security under this Agreement, and Code 4 Private Security shall remain fully responsible for the acts, omissions, and performance of each subcontractor and its personnel.

[Signatures on the Following Page]

THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS, USING ELECTRONIC SIGNATURES OR DIGITAL TECHNOLOGY (SUCH AS DOCUSIGN), AND AN ELECTRONIC OR FACSIMILE COPY AND SIGNATURE PAGE WILL HAVE THE SAME FORCE AND AFFECT AS THE ORIGINAL.

IN WITNESS HEREOF, parties have executed this contract as of the day, month and year indicated above.

CODE 4 PRIVATE SECURITY		**EL CAMINO REAL CHARTER HIGH SCHOOL**	
BY:	John Garcia	BY:	Emilie Larew
NAME:	John Garcia (Sep 2, 2026 14:17:23 PDT)	NAME:	Emilie Larew (Sep 3, 2026 15:37:00 PDT)
TITLE:	Operations Director	TITLE:	Interim Executive Director

EXHIBIT "A"
to Agreement between
Code 4 Private Security
and
El Camino Real Charter High School

LOCATIONS FOR SECURITY SERVICES PROVIDED BY CODE 4 PRIVATE SECURITY

Location	**Number of Security Personnel** **(Specify Armed or Unarmed)**	**Hours (6hr minimum)**
El Camino Real Charter High School 5440 Valley Circle Blvd. Woodland Hills, CA 91367 North Campus/Shoup 7401 Shoup Avenue West Hills, CA 91307	(11) Unarmed Officers	Shifts: Monday thru Friday (5) 7:00am-3:30pm, (1) 7:30am-4:00pm, (3) 8:00am-4:30pm, (2) 11:30am-8:00pm

Projected Weekly Cost	$14,366.00
Projected Monthly Cost	$57,464.00

For billing purposes, each regularly scheduled shift identified above shall consist of eight (8) billable hours, notwithstanding the stated shift window, unless Client expressly approves additional billable time in writing.

The location(s), day(s) and time(s) listed in this Exhibit "A" may not be altered except by mutual written agreement of the parties' authorized representatives, including by email. The staffing levels set forth in this Exhibit reflect the parties' agreed coverage as of the Effective Date and may be modified by mutual written agreement.

SCOPE OF SERVICES PROVIDED:

Code 4 Private Security shall provide uniformed security services at the client's Location(s) (listed above), or at other additional locations requested by Client. Security officers will, through their presence, serve to act as a deterrent to criminal activity. Security officers will abide by specific Post Orders mutually agreed upon by the Parties and within the standards of the industry for well-trained security officers. All services will be provided by Code 4 Private Security

employees and agents that are highly trained individuals. All such employees shall possess and maintain all required licenses and registrations to perform their duties under this Agreement.

Additional Services Requested by Client: [List here, if applicable.]

EXHIBIT "B"
to Agreement between
Code 4 Private Security
and

_____

BILLING RATES

The billing rates for security agent services shall be as follows:

REGULAR SERVICE [Unarmed]:	$ 32.65 per hr.
OVERTIME & HOLIDAY:	$ 48.98 per hr.
DOUBLE TIME & HOLIDAY[a]:	$ 65.30 per hr.
REGULAR SERVICE [Armed]:	$ 42.00 per hr.
OVERTIME & HOLIDAY:	$ 63.00 per hr.
DOUBLE TIME & HOLIDAY[b]:	$ 84.00 per hr.
SUPERVISOR:	$ 41.50 per hr.
OVERTIME & HOLIDAY:	$ 62.25 per hr.
DOUBLE TIME & HOLIDAY[c]:	$ 83.00 per hr.

Regular billing rates shall be used for all regularly scheduled work for the hours specified in Exhibit A for the first 8 hours per Security Officer. All hours more than 8 hours per day or the first 8 hours worked on a 7th consecutive day per Officer shall be paid at the Overtime Rate. All hours more than 12 hours per day per Officer and more than 8 hours per day if the Officer works on a 7th consecutive day shall be paid at Double the Regular Service Rate. Client shall not be charged overtime or double-time rates unless such premium time is requested or approved in advance by Client in writing. Annual Increases: Billing rates shall automatically increase by three percent (3%) per year on each anniversary of this Agreement.

Expenses: Client agrees to reimburse Code 4 Private Security for the reasonable costs associated with providing services under this Agreement when such costs are incurred at Client's request. Client may request receipts. Such costs shall be included in the regular invoices. In the event of a significant increase in the costs of gasoline, Client agrees to pay a reasonable surcharge. Notice of any such surcharge will be provided to Client prior to the provision of such Services where a surcharge will be billed.

SPECIAL RATES FOR ADDITIONAL SERVICES

1. Requests for extra service with short lead time will be billed at the overtime rate as follows: (a) Requests received between 8 a.m., Monday through 6 p.m., Friday, in a non-holiday week, will be billed at the overtime rate for the first 48 hours of service, if less than 48 hours' notice is received; (b) Requests received between 6 p.m., Friday through 8 a.m., Monday, or 6 p.m. on the evening of a holiday through 8 a.m. on the morning following the holiday, will be billed at the overtime rate for the first 72 hours of service, if less than 72 hours' notice is received.
2. The holiday billing rate shall be used for all work performed on New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.
3. A labor strike or other emergency that creates a working environment for security personnel that is more hazardous than the normal condition under this contract will cause us to negotiate a temporary billing rate for

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modified services.

4. On or before the expiration date of one (1) year from the initial date of service under this Agreement, the parties hereto agree to reopen negotiations for the purpose of considering revised billing rates. However, service rates and quantity of service may be amended at any time upon the mutual agreement in writing by authorized agents of Code 4 Private Security and Client without otherwise affecting any understandings contained in this Agreement.
5. Should there be a change in local, state or federal minimum wage rate, workers' compensation rate, health insurance, liability insurance rate, city, state or federal tax contribution by employers, or other imposed costs that are beyond the control of Code 4 Private Security and that have an adverse effect on the operating costs of Code 4 Private Security, the parties may mutually agree in writing to an appropriate adjustment to the billing rates.
6. Code 4 Private Security Agents and personnel shall be compensated for all time including preparation, travel to/from, and actual time spent in any court of law, judicial, quasi-judicial or other proceeding, mediation, deposition, arbitration to which Code 4 Private Security is subpoenaed or agrees to appear, arising out of, or relating to, this Agreement at the prevailing Regular Rates set forth above, in addition to reasonable costs and expenses incurred; provided, however, that Client shall not be responsible for such charges to the extent the proceeding arises from Code 4 Private Security's breach, negligence, misconduct, employment matters, or regulatory compliance.
7. Armed and Supervisor Services available upon request.

[a] Overtime and Holiday pay will be payable at double time if employee works more than 12 hours a day or more than 8 hours on the 7th consecutive day.
[b] Overtime and Holiday pay will be payable at double time if employee works more than 12 hours a day or more than 8 hours on the 7th consecutive day.
[c] Overtime and Holiday pay will be payable at double time if supervisor works more than 12 hours a day or more than 8 hours on the 7th consecutive day.

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Final Audit Report 2026-09-03

Created:	2026-09-03
By:	ECR Human Resources (HR@ECRCHS.NET)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbK9-gU2jUzky-A0e_PcVqjzRB7_KV7EV

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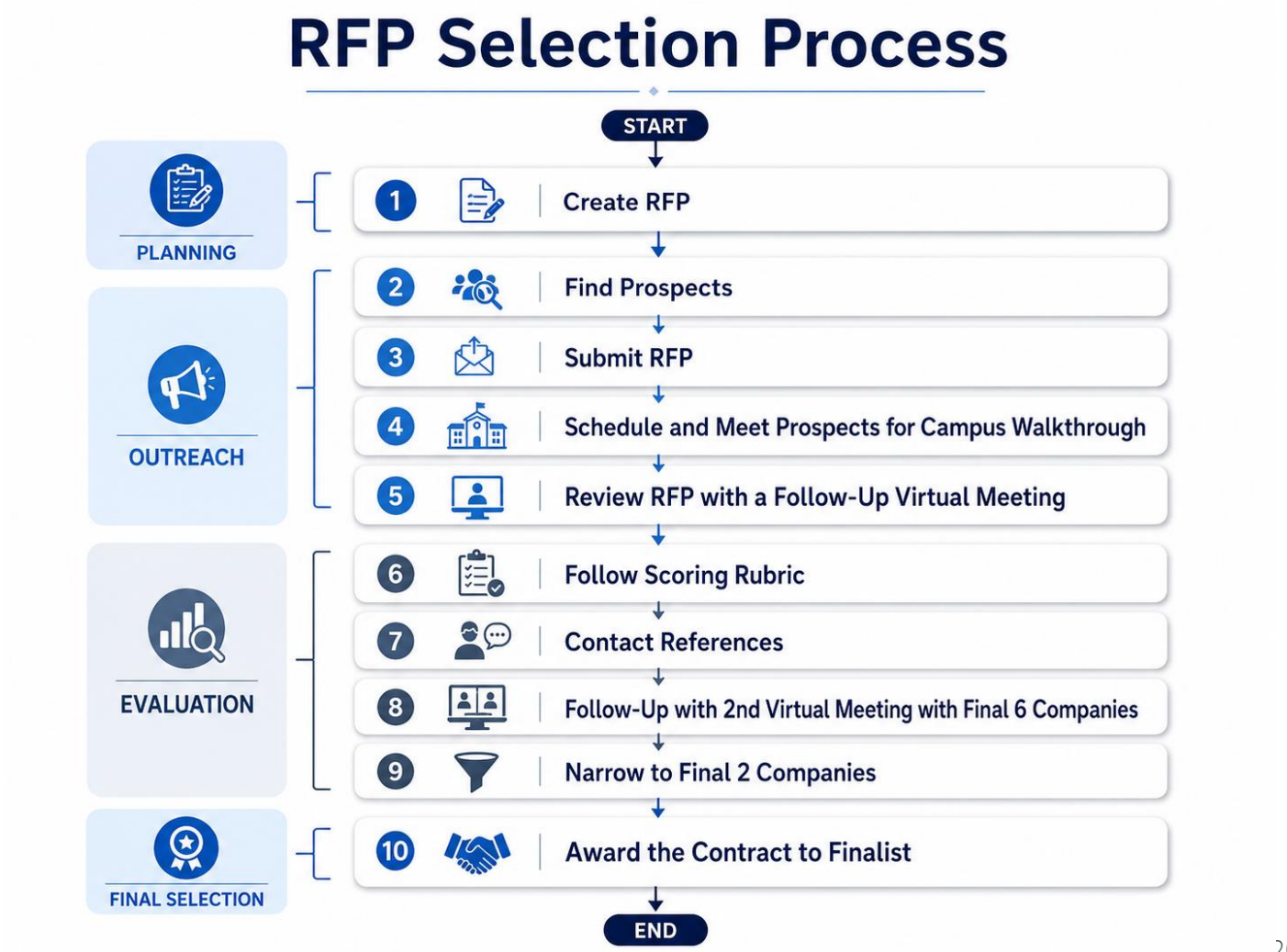

Campus
Security
El Camino Real Charter High School

Overview

- 2026/2027 Security Company Approval Process
- 2026/2027 Proposed Budget
- 2026/2027 Estimated Security Cost



2026/2027 Security Company Approval Process



Initial 16 Security Companies

1	Allied Consulting & Security Services
2	American Global Security (AGS)
3	Blink Protection Services
4	California Panther Security
5	Code4 Private Security
6	Crew Protection
7	DUSTWUN
8	FalconX Security
9	Go Guard Security
10	H & I Security Services, Inc.
11	International Security Services
12	Optimum Security 24/7
13	Patrol Security & Guard
14	Safeguard on Demand
15	Sky High Security Services
16	Smart Guard Security

Scoring Rubric

		6/24/2026					
		Allied Consulting & Security Services	Code 4 Private Security	Falcon X Security	H&I Security Services	Blink Protection Services	Sky High Security Services
1. What experience does your company have providing security services at K-12 schools?							
How many schools do you currently service?		3	3	1	1	4	2
Can you provide references from other school districts or charter schools?		3	3	1	1	4	2
What unique challenges have you encountered in educational environments?		3	3	1	1	4	2
	25% Total	9	9	3	3	12	6
2. How are your security officers screened, trained, and supervised?							
What background checks are conducted?		3	4	3	2	4	2
Are officers licensed by the state?		3	4	3	2	4	2
What training do officers receive regarding student interactions, de-escalation, active threats, and emergency response?		3	4	3	2	4	2
How often are officers evaluated by supervisors?		2	4	3	2	4	2
	20% Total	11	16	12	8	16	8
3. What are your emergency response procedures?							2
How do officers respond to active threats, lockdowns, evacuations, medical emergencies, and campus disturbances?		3	4	3	1	3	2
How do officers coordinate with local law enforcement, fire departments, and school administration?		3	4	3	1	3	2
Can you provide sample emergency response protocols?		3	4	3	1	3	2
	15% Total	9	12	9	3	9	6
4. How will your officers support campus access control and visitor management?							
What procedures do officers follow for visitor screening?		3	4	3	1	4	2
How are gates, entrances, parking lots, and after-hours activities monitored?		3	4	3	1	4	2
What measures are taken to prevent unauthorized campus access?		3	4	3	1	4	2
	10% Total	9	12	9	3	12	6
5. What reporting and communication systems do you use?							
How are incidents documented and communicated to school administration?		2	4	4	2	4	3
Can reports be provided electronically and in real time?		2	4	4	2	4	3
Who is the primary point of contact for escalations and emergencies?		2	4	4	2	4	3
What is your response time for management support?		3	4	4	2	4	3
	10% Total	9	16	16	8	16	12
6. How do you ensure compliance with school policies and student privacy requirements?							
How are officers trained regarding student confidentiality and FERPA-related considerations?		3	4	2	2	4	2
How do officers handle interactions with minors?		2	4	2	2	4	2
What policies govern the use of force, physical intervention, and documentation of student incidents?		3	4	2	2	4	2
	10% Total	8	12	6	6	12	6
7. What is your hourly rate for an unarmed daily services?	20% Total	2	3	2	3	3	4
1 Unsatisfactory 2 Satisfactory 3 Good 4 Excellent		8.8	11.85	8	5.1	12.15	7.2

2026/2027 Security Budget Overview Board Approved on June 25, 2026

SCHOOL NAME	El Camino Real Charter High School					
BUDGET YR	2026-27					
		2025-2026	2025-2026		2026-2027	
		Budget	Forecast	25-26 Budget to Forecast Variance	Budget	25-26 Forecast vs 26-27 Budget Variance
Revenues						
Books and Supplies		2,594,080	3,543,932	949,852	5,563,465	2,019,533
Subagreement Services				-		-
5101	Nursing	-	661	661	681	20
5102	Special Education	-	-	-	-	-
5103	Substitute Teacher	1,060,000	1,325,971	265,971	1,323,750	(2,221)
5104	Transportation	332,500	-	(332,500)	163,150	163,150
5105	Security	620,978	950,853	329,875	854,379	(96,474)
5106	Other Educational Consultants	1,508,584	1,991,871	483,287	2,051,627	59,756

2026/2027 Estimated Security Cost

	2025/2026 Allied Security Company	2026/2027 Final Prospect #1: Code 4 Security	2026/2027 Final Prospect # 2: Blink Security Services
Standard Hourly Rate	$31.80 / $33.70 (New Rate)	$32.65	$25
Holiday Hourly Rate	$47.70 / $50.55	$49.00	$37.50
Special Event Rate	$45	$43.50	$30
Security Manager	$49.82 / $52.81 (New Rate)	$41.50	$30 (once or twice per month @ 4 hours minimum)
Technology cost (Monthly)	$150	0	0


EL CAMINO REAL CHARTER HIGH SCHOOL
ACADEMIC, ARTISTIC, ATHLETIC EXCELLENCE

Thank you