



Encore JR/SR High School

Special Board Meeting- January 31, 2023

Published on January 30, 2023 at 12:57 PM PST

Date and Time

Tuesday January 31, 2023 at 1:00 PM PST

Location

This meeting is being held virtually pursuant to Government Code Section 54953 (e). The public can access this meeting via Zoom as follows:

Join Zoom Meeting

<https://zoom.us/j/5871494303?pwd=Mit3eIRMOVhzYjM4K1d2SSStPeEZiQT09>

Meeting ID: 587 149 4303

Passcode: 936591

One tap mobile

+16699006833,,5871494303#,,,,,0#,,936591# US (San Jose)

+13462487799,,5871494303#,,,,,0#,,936591# US (Houston)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington D.C)

Meeting ID: 587 149 4303

Passcode: 936591

Find your local number: <https://zoom.us/u/aFccAHayh>

Members of the public who wish to comment during the Board meeting may use the "raise hand" tool on the Zoom platform. Members of the public calling in will be given the

opportunity to address the Board during the meeting. Individual comments will be limited to three (3) minutes. If an interpreter is needed for comments, they will be translated to English and the time limit shall be six (6) minutes. The Board may limit the total time for public comment to a reasonable time. The Board reserves the right to mute or remove a participant from the meeting if the participant unreasonably disrupts the Board meeting.

Agenda

	Purpose	Presenter	Time
I. Opening Items			1:00 PM
A. Call the Meeting to Order		Chandale Sutton	
B. Record Attendance		Chandale Sutton	1 m
C. Public Comment		Chandale Sutton	1 m

All public comment, both on agenda items and non-agenda items within the jurisdiction of the Board, should **should comment now** under this agenda item.

Members of the public who wish to comment during the Board meeting may use the “raise hand” tool on the Zoom platform. Members of the public calling in will be given the opportunity to address the Board during the meeting. Individual comments will be limited to **three (3) minutes** per agenda item and one **three (3) minute period** to address an item not on the agenda. If an interpreter is needed for comments, they will be translated to English and the time limit shall be six (6) minutes per person per agenda item.

The Board limits the total time for public comment to thirty minutes, and may extend this time at its sole discretion. The Board reserves the right to mute or remove a participant from the meeting if the participant unreasonably disrupts the Board meeting.

D. Approval of the Agenda	Vote	Chandale Sutton	1 m
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II. Consent Items 1:03 PM

It is recommended that the board considers approving a number of agenda items as a consent list. These items can be **enacted in one motion** without further discussion.

Purpose Presenter Time

Consent items may be called up by any member at the meeting for clarification, discussion, or change.

A. Conflict of Interest Code	Vote	Jerry Simmons	1 m
B. Anti-Nepotism Policy	Vote	Jerry Simmons	1 m
C. General Complaint Policy	Vote	Jerry Simmons	1 m
D. Uniform Complaint Policy	Vote	Sabrina Bow	1 m

III. Budget and Finance **1:07 PM**

A. 2022-23 Encore Education Corporation Fiscal Policy Manual	Vote	Sabrina Bow	5 m
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IV. Operations and Human Resources **1:12 PM**

A. 2022-23 School Accountability Report Card (SARC)	Vote	Sabrina Bow	3 m
B. 2022-23 Employee Handbook	Vote	Sabrina Bow	2 m

The Employee Handbook presented today include revisions regarding reproductive health policies and an increase in the cap on paid leave accrual. Encore staff recommends the Board of Directors approve the January 31, 2023 Employee Handbook as presented.

C. Notice of Intent to Employ Under a Provisional Internship Permit (PIP)	Vote	Sabrina Bow	1 m
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The School has identified a candidate who meets the criteria to teach biology/biological sciences under a Provisional Internship Permit issued by the California Commission on Teacher Credentialing.

V. Closing Items **1:18 PM**

A. Adjourn Meeting	Vote	Chandale Sutton	2 m
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A copy of the agenda will be posted at least 24 hours before such meeting. A copy of the written materials which will be submitted to the Board of Encore Junior and Senior High School for the Arts is available along with this agenda following the posting of the agenda by emailing Sabrina Bow at sbow@encorehighschool.com.

Paper copies of the agenda and board meeting materials are available for inspection by members of the public at the School's Main Office during regular business hours (7:30 a.m. - 4:00 p.m.) Monday through Friday. The School's Main Office is located in the A Building at 16955 Lemon Street, Hesperia, CA 92345.

Requests for disability-related modifications or accommodations to participate in this public meeting shall be made 24 hours prior to the meeting by calling (760) 956-2632 or emailing Joseph Thibodeaux at jthibodeaux@encorehighschool.com. All efforts will be made for reasonable accommodations. The agenda and public documents can be modified upon request as required by Section 202 of the Americans with Disabilities Act.

Coversheet

Conflict of Interest Code

Section:	II. Consent Items
Item:	A. Conflict of Interest Code
Purpose:	Vote
Submitted by:	
Related Material:	Conflict of Interest Code 2023-01-31.pdf



CONFLICT OF INTEREST CODE

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Exhibits, designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the Encore Education Corporation.

Individuals holding designated positions shall file their statements of economic interests with the Encore Education Corporation, which will make the statements available for public inspection and reproduction (Gov. Code Sec. 81008). All statements will be retained by the Encore Education Corporation.

EXHIBIT A

Designated Positions

Designated Positions	Designated Position Assigned Disclosure Category
Members of the Board of Directors	1, 2, 3
Executive Director/CEO	1, 2, 3
Principal	1, 2, 3
Director of Operations and Finance	1, 2, 3
Facilities Director	1, 2, 3
Consultants/New Positions	*

*Consultants/New Positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:

The Executive Director/CEO may determine in writing that a particular consultant or new position, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s or new position’s duties and, based upon that description, a statement of the extent of disclosure requirements. The Executive Director/CEO’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code (Government Code §81008).

EXHIBIT B

Disclosure Categories

Category 1

Designated positions assigned to this category must report:

- a. Interests in real property located in whole or in part within two (2) miles of any facility utilized by the Encore Education Corporation's charter school, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property.
- b. Investments and business positions in business entities, or sources of income (including receipt of gifts, loans, and travel payments) that engage in the purchase or sale of real property or are engaged in building construction or design.

Category 2

Designated positions assigned to this category must report:

Investments and business positions in business entities or sources of income (including receipt of gifts, loans, and travel payments) from sources that are contractors engaged in the performance of work or services, or sources that manufacture or sell supplies, instructional materials, machinery or equipment of the type to be utilized by the Encore Education Corporation.

Category 3

Designated positions assigned to this category must report:

Investments and business positions in business entities or sources of income (including receipt of gifts, loans, and travel payments) from sources that are contractors engaged in the performance of work or services, or sources that manufacture or sell supplies, instructional materials, machinery or equipment of the type to be utilized by the designated position's department.

Board Approved: January 31, 2023

Coversheet

Anti-Nepotism Policy

Section:	II. Consent Items
Item:	B. Anti-Nepotism Policy
Purpose:	Vote
Submitted by:	
Related Material:	Anti-Nepotism Policy 2023-01-31.pdf



**ENCORE EDUCATION CORPORATION
ANTI-NEPOTISM POLICY**

Basic Principles

Consistent with the principle that Encore Education Corporation's ("EEC") employees and prospective employees shall be hired, evaluated, and advanced on the basis of individual merit, without reference to considerations of race, sex, religion, sexual orientation, or national origin, or any other factors not involving professional qualifications and performance, the following restrictions, designed to avoid the possibility of favoritism based on family or personal relationship, shall be observed with respect to personnel:

1. No one with supervisory responsibility shall hire or recommend for hire any related person.
2. Related persons currently employed by EEC shall immediately disclose all family and personal relationships with other EEC employees. All persons wishing to be considered for employment with EEC shall disclose family and personal relationships with then-current EEC employees.
3. With respect to proposed employment decisions which would result in the concurrent service of related persons within the same department, a person related to an incumbent employee may not be employed if the professional qualifications of other candidates for the available position are demonstrably superior to those of the related person.
4. With respect to the concurrent service of related persons within the same department, neither related person shall be permitted, either individually or as a member of the faculty or as a member of a committee, to participate in the evaluation or advancement or salary decision of the other related person.
5. No Board member, member of the EEC administration, or faculty member shall engage in recommendations, discussions, or otherwise participate in any final decision or recommendation relating to the appointment, promotion, retention, tenure, or other condition of employment of a related person.
6. In the event of a lack of candidates, a need for specialized skills, or other unique circumstances as determined on a case-by-case basis, the restriction against hiring related

persons may be waived in the best interest of the EEC upon recommendation of a review committee comprised of the CEO and/or appropriate administrator(s), and upon the approval of the Board of Directors.

7. When other qualified candidates have not applied, assignments of short duration (generally less than 60 working days), may be exempt from these guidelines.
8. This policy shall not supplant the application of conflicts of interest laws to EEC and the charter school it operates.

Definition of "Related Persons"

The following relationships create related persons for purposes of this policy:

- Parent and child
- Siblings
- Grandparent and grandchild
- Aunt and/or uncle and niece and/or nephew
- First cousins
- Spouses and registered domestic partners
- Guardian and ward
- Any corresponding in-law, step, or adoptive relative.
- Persons engaged in amorous relationships; an amorous relationship exists when two persons voluntarily have a physical relationship or are engaged in a romantic courtship (e.g. dating or engaged) that may or may not have been consummated.

Board Approved: January 31, 2023

Coversheet

General Complaint Policy

Section:	II. Consent Items
Item:	C. General Complaint Policy
Purpose:	Vote
Submitted by:	
Related Material:	BP 1312 General Complaints Policy.pdf

ENCORE



Junior & Senior High School for the Arts

BP 1312

GENERAL COMPLAINTS POLICY



INTERNAL COMPLAINT POLICY AND DISPUTE RESOLUTION PROCEDURE

Encore Junior and Senior High School for the Performing and Visual Arts (“Encore” or the “Charter School”) has adopted this policy to address internal complaints by Charter School staff, parents/guardians, students and volunteers, in order to resolve disputes within the Charter School.

Suggestions for improving the Charter School are always welcome. Your good-faith complaints, questions, and suggestions also are of concern to Encore. These procedures, which we believe are important for both you and the Charter School, cannot guarantee that every problem will be resolved to your satisfaction. However, the Charter School values your observations, and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

- A. Any complaint shall be put in writing using the “Complaint Form” and addressed to the Encore Executive Director/CEO or designee. A written complaint shall include:
 - 1. The full name of each person involved
 - 2. A brief but specific summary of the complaint and the facts surrounding it
 - 3. A specific description of any prior attempt to discuss the complaint with the person and the failure to resolve the matter
- B. The Executive Director/CEO or designee shall investigate the complaint as necessary and shall promptly mail a written notice to the Complainant of the date, time, and place of a meeting between the Complainant and the Executive Director/CEO or designee, which shall occur no later than ten (10) school days following the receipt of complaint.
- C. If no resolution can be agreed upon between the Executive Director/CEO or designee and the Complainant, the Executive Director/CEO or designee shall submit the complaint to the Board of Directors, which shall submit it to the Dispute Resolution Committee, a sub-set of the Board of less than a quorum (at least 3) of existing members appointed by the Board of Directors as needed.
- D. The Dispute Resolution Committee may seek additional investigation by the Executive Director/CEO or designee as it deems necessary. This committee will be advisory only and will bring a recommendation to the full Board or Executive Committee for consideration.
- E. The Board shall address the recommendations of the Dispute Resolution Committee at the next Regular Board meeting following the availability of those recommendations from the Committee.
- F. The Board of Directors will make the final determination regarding the dispute and shall notify the Complainant of the Board’s determination within ten school days of the determination.

Nothing in this procedure shall require or allow the Board of Directors, nor any other employee of the Charter School to release confidential pupil or employee information to the Complainant or in any other unlawful manner unless required by law.

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 Charter School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand 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 the Charter School:

Received by: _____

Date: _____

Coversheet

Uniform Complaint Policy

Section:	II. Consent Items
Item:	D. Uniform Complaint Policy
Purpose:	Vote
Submitted by:	
Related Material:	BP 1312.3 Uniform Complaint Policy.pdf

ENCORE



Junior & Senior High School for the Arts

BP 1312.3

UNIFORM COMPLAINT POLICY AND PROCEDURES



UNIFORM COMPLAINT POLICY AND PROCEDURES

Introduction

Encore Junior and Senior High School for the Performing and Visual Arts (“Encore”) complies with applicable federal and state laws and regulations. Encore is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for compliance and/or conducting investigations shall be knowledgeable about the laws and programs, which they are assigned to investigate.

Scope

This complaint procedure is adopted to provide a uniform system of complaint processing (“UCP”) for the following types of complaints:

1. Complaints alleging unlawful discrimination, harassment, intimidation or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics in any Encore program or activity.
2. Complaints alleging a violation of state or federal law or regulation governing the following programs:
 - Accommodations for Pregnant, Parenting or Lactating Students;
 - Career Technical and Technical Education;
 - Career Technical and Technical Training;
 - Consolidated Categorical Aid;
 - 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;
 - Migrant Education Programs;
 - School Safety Plans.
3. Complaints alleging that a student 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 students, or a student’s parents/guardians, in violation of Education Code section 49011 and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all students without regard to their families’ ability or willingness to pay fees or request

special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:

- i. A fee charged to a student 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 student 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 student is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.
- c. A pupil fees complaint and complaints regarding local control and accountability plans (“LCAP”) only, may be filed anonymously (without an identifying signature), if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with Education Code sections 52060 - 52077, including an allegation of a violation of Education Code sections 47606.5 or 47607.3, as referenced in Education Code section 52075, regarding local control and accountability plans.
 - d. If Encore finds merit in a pupil fees complaint, or the California Department of Education (“CDE”) finds merit in an appeal, Encore shall provide a remedy to all affected students, parents/guardians that, where applicable, includes reasonable efforts by Encore to ensure full reimbursement to all affected students and parents/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 Encore and other entities from providing student 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 Encore 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.

Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 are governed by Title 7, Code of Federal Regulations (“C.F.R.”) sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations (“C.C.R.”) sections 15580 - 15584.

Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153.

Encore acknowledges and respects every individual’s rights to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects (to the greatest extent reasonably possible and as permitted by law) confidentiality of the parties, including but

not limited to the identity of the complainant, and maintains the integrity of the process. Encore cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, Encore will attempt to do so as appropriate. Encore 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 Chief Executive Officer (“Executive Director/CEO”) or designee on a case-by-case basis. Encore shall ensure that complainants are protected from retaliation.

Compliance Officer

The Board of Directors designates the following compliance officer(s) to receive and investigate complaints and to ensure Encore’s compliance with law:

Dr. Sabrina Bow
Executive Director
16955 Lemon Street
Hesperia, CA 92345
sbow@encorehighschool.com
760-949-2036

Dr. St. Claire Adriaan, Principal
16955 Lemon Street
Hesperia, CA 92345
sadriaan@encorehighschool.com

Mr. Joseph Thibodeaux, Assistant Dean of Student Services
16955 Lemon Street
Hesperia, CA 92345
jthibodeaux@encorehighschool.com

The Executive Director/CEO or designee shall ensure that the compliance officer(s) designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. The compliance officer may have access to legal counsel as determined by the Executive Director/CEO or designee.

Should a complaint be filed against the Executive Director/CEO, the compliance officer for that case shall be the President of the Encore Education Corporation Board of Directors.

Notifications

The Executive Director/CEO or designee shall make available copies of this Policy free of charge. The annual notice of this Policy may be made available on Encore’s website.

Encore shall annually provide written notification of Encore’s UCP to employees, students, parents/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 students enrolled in Encore 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 Encore 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 Encore is operating pursuant to Title 22 licensing requirements.
3. A statement that Encore is primarily responsible for compliance with federal and state laws and regulations.
4. A statement that a student 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 Encore's decision to the CDE by filing a written appeal within thirty (30) calendar days of the date of Encore's decision, except if Encore has used its UCP to address a complaint that is not subject to the UCP requirements.
8. A statement that a complainant who appeals Encore'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 Encore finds merit in a UCP complaint, or the CDE finds merit in an appeal, Encore 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 Encore's UCP shall be available free of charge.

Procedures

The following procedures shall be used to address all complaints which allege that Encore has violated federal or state laws or regulations enumerated in the section "Scope," above. The compliance officer 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 of unlawful discrimination, harassment, intimidation or bullying may be filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying or by one who believes any specific class of individuals has been subjected to 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 Executive Director/CEO or designee, upon written request by the complainant setting forth the reasons for the extension. Such extension by the Executive Director/CEO or designee shall be made in writing. The period for filing may be extended by the Executive Director/CEO 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 Executive Director/CEO 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 Encore Board of Directors approved the LCAP or the annual update was adopted by Encore.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp.

Complaints filed pursuant to this Policy must be in writing and signed. A signature may be handwritten, typed (including in an email) or electronically generated. Only complaints regarding pupil fees or LCAP compliance may be filed anonymously as set forth in this Policy. If a complainant is unable to put a

complaint in writing due to conditions such as a disability or illiteracy, Encore 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 mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

Before initiating the mediation of an unlawful discrimination, harassment, intimidation or bullying complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the complaint to the satisfaction of the complainant, the compliance officer shall proceed with the investigation of the complaint.

The use of mediation shall not extend Encore'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 the complainant's 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 the compliance officer with documents or other evidence related to the allegations in the complaint, or a 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.

Encore's refusal to provide the compliance officer 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

Encore shall issue an investigation report (the "Decision") based on the evidence. Encore's Decision shall be in writing and sent to the complainant within sixty (60) calendar days of Encore's receipt unless the timeframe is extended with the written agreement of the complainant. Encore'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 Encore is in compliance with the relevant law.
3. Corrective actions, if Encore finds merit in the complaint and any are warranted or required by law.
4. Notice of the complainant's right to appeal Encore's Decision within thirty (30) calendar days to the CDE, except when Encore has used its UCP to address complaints that are not subject to the UCP requirements.
5. Procedures to be followed for initiating such an appeal.

If an employee is disciplined as a result of the complaint, the Decision shall simply state that effective action was taken and that the employee was informed of Encore'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 Encore and a copy of the 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. Encore failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, Encore's Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in Encore's Decision are not supported by substantial evidence.
4. The legal conclusion in Encore's Decision is inconsistent with the law.
5. In a case in which Encore's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by the CDE that the complainant has appealed the Decision, the Executive Director/CEO or designee shall forward the following documents to the CDE within ten (10) calendar days of the date of 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 Encore'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 Encore for resolution as a new complaint. If the CDE notifies Encore that its Decision failed to address an allegation raised by the complaint and subject to the UCP process, Encore 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 Encore when one of the conditions listed in 5 C.C.R. section 4650 exists, including but not limited to cases in which through no fault of the complainant, Encore has not taken action within sixty (60) calendar days of the date the complaint was filed with Encore.

Civil Law Remedies

A complainant may pursue available civil law remedies outside of Encore'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 Encore has appropriately, and in a timely manner, apprised the complainant of their right to file a complaint.

Coversheet

2022-23 Encore Education Corporation Fiscal Policy Manual

Section: III. Budget and Finance
Item: A. 2022-23 Encore Education Corporation Fiscal Policy Manual
Purpose: Vote
Submitted by:
Related Material: ENCORE Fiscal Policies and Procedures 2023-01-31.docx



ENCORE EDUCATION CORPORATION

Fiscal Policies & Procedures Manual

Presented for approval to the Board of Directors
January 31, 2023

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Cash/Checks Handling & Deposit Policy

BOARD POLICY

In the course of normal school business, many activities (fundraising, transportation, labs, field trips, lunch program, etc.) involve the receipt of cash and checks, to be deposited in the school’s bank account upon receipt. All cash and checks must be deposited within two (2) days. Since the school receives cash and checks from a variety of sources for a wide range of activities, extra care must be taken at all stages of the deposit process to ensure accurate records and proper accounting controls are maintained. **All cash received must be held in locked storage until deposited into a School bank account and may not be retained outside of the school’s bank account to spend or to hold for future expenses. The School has no petty cash accounts.** The specific procedures outlined below are to be kept updated and current.

Persons responsible for handling cash/checks

In order to maintain proper accounting controls, the School shall designate an on-site staff member at each school site (the “Cash Coordinator”) to coordinate all transactions involving the deposit of cash/checks. The Cash Coordinator will be responsible for ensuring proper documentation is in place, verifying the source, amount, and itemization of amounts received, placing all items to be deposited in safekeeping prior to deposit, preparing Deposit Summaries, and making bank deposits.

Storing cash/checks

All cash and checks must be kept in the locked office lockbox for safekeeping when not under the immediate supervision of the Cash Coordinator. The office lockbox should be used for this purpose. Cash and checks may not under any circumstances be left in the office or volunteer area unattended. Although the frequency of deposits must be balanced with other School needs, all efforts should be made to ensure quick turnaround and deposit of checks and cash received by the School (see “Deposits” below).

To expedite processing and tracking, items scheduled for deposit may be removed from safekeeping under the direct supervision of the Cash Coordinator for scanning, copying, and preparation of summary documents prior to the deposit date, to be returned to safekeeping immediately following such preparation activities.

Procedure for receiving cash/checks

- a. FROM CASH/CHECKS RECEIVED IN THE MAIL: For any cash or checks received in the mail, the Cash Coordinator or assigned designee shall place the received mail (including cash, checks, and all supporting documentation) into the office lockbox pending deposit.

FROM CASH/CHECKS DROPPED OFF AT OFFICE: For cash/checks dropped off at the front desk by hand, staff shall provide the individual dropping off the item(s) with an On-Site Payment envelope. The individual shall place the cash/checks in the On-Site Payment envelope, together with the name of the person dropping off the item, the name of the depositor (if different) and the purpose and amount of the deposit, and seal and sign the On-Site Payment envelope. An office staff

member must then immediately place the envelope in the office lockbox pending deposit (see below).

- b. **FROM VOLUNTEER EVENTS:** For each fundraising event in which cash or checks will be collected, two Volunteer Coordinators will be designated, who will be responsible for collecting and holding all cash and checks for the purpose of the fundraising activity. The Volunteer Coordinators shall be Encore Staff members. The Volunteer Coordinators shall maintain a written record of each donation at the time the donation is made, with each confirming donations received by the other Coordinator as an accounting control. The Volunteer Coordinators will provide receipts to the donor for all cash donations showing the date, amount, and nature of the donation, and for checks if requested by the donor. The receipts shall be in written form, with the original provided to the donor and the duplicate (carbon copy) maintained in a designated receipt book.

Within no more than two (2) business days following the event, the Volunteer Coordinators shall use the written record maintained at the time of receipt to prepare an Event Payments envelope, containing a summary of all checks and cash received. All original checks and cash received must be included with the summary, along with copies of donor receipts. The total of the checks and cash listed in the Event Payments summary must match up with the written record of donations prepared at the time of the event and confirmed by both Event Coordinators as discussed in the above paragraph.

One of the Volunteer Coordinators will then seal the Event Payments envelope containing all cash, checks, receipts, and the event summary, and deliver the sealed Event Payments envelope to the Cash Coordinator no later than close of business on the second business day following the event. When delivered to the Cash Coordinator, the Cash Coordinator will open the envelope, count the total cash and checks, and both parties must verify and agree on the amounts shown in the deposit packet while in each other's presence, placing their signature on the Event Summary form. The Cash Coordinator then returns all items to the Event Payments envelope and holds the funds in safekeeping until a bank deposit can be made (see below).

Procedure for Depositing Cash & Checks:

- a. **THE DEPOSIT SUMMARY:** At least once per week, and more often whenever needed, the Cash Coordinator shall prepare a deposit of all cash and checks held in safekeeping. The first step in this deposit process is preparing the Deposit Summary, as follows:
 - i. The Cash Coordinator shall gather all mailed items, On-Site Payment envelopes, Event Payment envelopes, and any other items for deposit.
 - ii. For any items not scanned previously, the Cash Coordinator and/or designee under direct supervision of the Cash Coordinator shall scan each item into PDF format, including:
 - a. For mailed items: all checks, front and back, and all supporting documentation;
 - b. For On-Site Payments: all checks, front and back, and a summary page;
 - c. For Event Payments: All checks, front and back, and the Event Summary.

- iii. The Cash Coordinator or designee shall then prepare a Deposit Summary that totals all cash and checks to be deposited, including payor, source, date, etc.

BANK DEPOSITS: Once the Deposit Summary is completed, the Cash Coordinator shall take the Deposit Summary and all items for deposit to the bank branch, prepare a deposit slip that matches the Deposit Summary amount, and deposit all funds at the bank, obtaining a bank deposit receipt.

UPLOAD DEPOSIT BATCH: Within one (1) business day of the deposit, the Cash Coordinator or designee shall scan the bank deposit receipt to PDF and append the Deposit Summary and all scanned items, saving the document to a single PDF on the School's office computer. Once saved, the document shall be uploaded to the Back Office Provider file share/cloud storage site for processing by the Back Office Provider, with the original kept in the school office. Additional copies may be provided to authorized individuals responsible for tracking volunteer activities, as approved by the Executive Director/CEO Executive Director.

PURCHASING

PURCHASING: All school purchases must be pre-approved. The primary person responsible for approving all purchases shall be the Executive Director/CEO, who may designate additional individuals as purchasing approvers as needed. The Executive Director/CEO shall, at a minimum, designate one individual to approve purchases if the Executive Director/CEO is not available. For purchases exceeding \$10,000, Board approval is also required, as outlined in the specific procedures below. Recurring expenses such as monthly rent, copier lease payments, recurring office supplies, or other periodic payments for which overall approval has already been granted do not require individual approval.

INVOICING & RECEIPTS: All purchases must be accompanied by an invoice or receipt, depending upon the nature of the item and the purchase method. For payments made using a credit/debit card, a receipt shall be obtained and/or printed at the time of purchase. Checks may never be made out to "Cash" or "Bearer" unless accompanied by a signed statement by the Executive Director/CEO indicating no other reasonable method was available for payment of the good/service, and the memo of the check clearly indicates exactly what was being purchased.

CHECKBOOK, PURCHASE CARD: Any school checkbook or purchase card should be kept under locked supervision in the Cash Coordinator's or Executive Director/CEO's desk/office at all times. Any checkbook or purchase card is to remain on school property unless expressly required for a particular purchase (e.g. trip to Office Depot, conference) by an authorized user. Any purchase card must bear the names of both the School and the staff member to whom the card was issued

Procedure for approving purchases

- a. Any desired purchase must be approved by the Executive Director/CEO or designee, as evidenced by:
 1. An Approved Purchase Requisition
-

- b. Documented evidence of authorized approval must be obtained prior to purchase .
- c. For purchases of \$24,999, only approval of the Executive Director/CEO is necessary. The Executive Director/CEO may seek Board approval for purchases of any dollar amount at their discretion.
- d. For purchases of \$25,000 and above, Board approval is required prior to purchase.
- e. Once the Executive Director/CEO or designee has approved the purchase, School purchasing staff shall a) create a purchase order (PO) and deliver the signed PO to the vendor.
- f. Regularly recurring expenditures exceeding \$10,000 (rent, etc.) require only initial Board approval. item must be identified as a recurring expenditure to Board. Such recurring expenditures are otherwise exempt from Board and Executive Director/CEO pre-approval and Purchase Requisition requirements.
- g. A Warrant Report will be included in each month's Board packet as a consent agenda item, listing all non-payroll warrants paid in the prior calendar month.

Invoicing & Receipt Procedure

School Staff deliver copies of all original receipts to the Back Office Provider as part of the ongoing AP batch processing, retaining the original at the school as backup documentation. For businesses or individuals seeking payment, an invoice must be provided prior to payment. Upon payment of invoices, a copy of the signed warrant paying the invoice shall be attached to the invoice prior to filing. These invoices shall be available online through the Back Office Provider.

Procedure for contracts and agreements

All contracts or agreements, including those for ongoing services, shall be negotiated by the Executive Director/CEO or designee to obtain such services in the most efficient and cost-effective manner and in the best interests of the school.

All such agreements must clearly define the scope of services to be performed, and the price for such services. A file shall be maintained by staff containing all documentation related to the reason for the contract/agreement as well as any research showing that the purchase is in the best interests of the school, including but not limited to any alternate bids received for the good/service. Any such agreements in excess of \$25,000, once negotiated, must be approved by the Board prior to commencement of the contract to ensure they are in the best interest of the School and reflect reasonable market values. The Board may also recommend changes or revisions pending final approval. Any modifications or changes to existing contracts/agreements shall be made only in writing.

Procedure for handling invoices and vendor requests

- a. Approved invoices will be delivered electronically to the Back Office Provider at least once per week.

- b. The Back Office Provider shall be responsible for tracking all accounts payable and preparing warrants for payment.
- c. The Executive Director/CEO shall approve invoices for payment on a weekly or bi-weekly basis. Assuming sufficient cash flow the Back Office Provider shall process these approved invoices for payment. paying all invoices via warrant generated by the Back Office Provider.
- d. Recurring invoices such as insurance premiums and utilities may be set up for ACH payment. The School is responsible for providing the Back Office Provider with any and all ACH applications.

Receipt of Ordered Goods Procedure

All ordered goods should be shipped to the School's (16955 Lemon Street, Hesperia, CA 92345) even during times of school closure during vacations and holidays.

If goods are expected to be received during periods when school is closed, a staff member shall be directed to contact the appropriate shipping provider and instruct them to re-deliver the goods when school is again open.

REIMBURSEMENT POLICY

SIGNATURES & APPROVALS: All reimbursements require two signatures, one from a site-based manager (Department chair or administrator) and one from the Executive Director/CEO or Director of Operations and Finance.

TIMING: All reimbursements must be submitted within 60 days of incurring the expenditure to be eligible for reimbursement.

EXECUTIVE DIRECTOR/CEO: Reimbursements to or expenses by the Executive Director/CEO must be reviewed and approved by the Governing Board in an expense report prior to reimbursements being made.

FAMILY MEMBERS: In the event that the person being reimbursed is a family member of the Executive Director/CEO, the corresponding Department Chair, or the corresponding Administrator, such reimbursement must be Board approved in an expense report prior to reimbursements being made.

NO PETTY CASH: Reimbursements may not be paid directly by School from cash awaiting deposit. All reimbursements must be processed through the Back Office Provider using deposited funds.

Procedure for Reimbursements:

- a. Reimbursement Requests must include complete descriptions of expenses, including travel details if applicable, and must include itemized receipts (credit card statements that do not show what was purchased are not sufficient).
- b. Upon receipt of a Reimbursement Request, School staff shall assist the requestor with obtaining necessary staff and/or Board approvals.
- c. Once all approvals have been successfully obtained, School staff shall upload the Reimbursement Request and all backup documentation to the Back Office Provider SHARE for processing.
- d. The Back Office Provider shall receive and process all uploaded Reimbursement Requests within ten (10) business days, assuming sufficient School cash flow. In the event School cash flow is insufficient, payment shall be prioritized upon receipt of cash by School.

BUDGETING AND CHASE FLOW MANAGEMENT

BUDGETS: Education Code section 47604.33 requires charter schools to prepare a series of annual budget reports to be submitted to the chartering authority and the county superintendent of schools of the county in which their sponsoring district is located.

Cash flow management involves tracking actual and projected revenues, expenditures, and cash receipts and disbursements to ensure that sufficient cash is available to meet all financial needs when due, and that sufficient available reserves are maintained as a contingency in the event of unforeseen financial setbacks.

The School shall provide the following budget reports to its authorizer by the following dates:

1. On or before July 1, a preliminary budget.
2. On or before December 15, a first interim financial report reflecting changes through October 31.
3. On or before March 15, a second interim financial report reflecting changes through January 31.
4. On or before September 15, a final unaudited report for the full prior year.

ENDING BALANCE: At each June 30, School's goal is to maintain an unrestricted available ending balance at or above 5.00% of total expenditures during the fiscal year just ending.

RUNNING CASH BALANCE: School's goal is to maintain a consolidated running cash balance in excess of thirty (30) days cash on hand.

Budget Structure

School's annual budget includes a Statement of Activities that shows projected revenues, expenditures, and changes in fund balance for the fiscal year beginning July 1 and ending June 30 of the following year. The overall budget contains balanced sub-budgets by resource for state categoricals, special education, and other restricted monies in addition to the unrestricted general account. The budget is based on the Statement of Activities but includes notations of balance sheet activities such as asset acquisitions and debt repayment that affect the school's operations.

All annual budgets, including initial, interim and monthly updates, shall include a multi-year projection for the current year and following two fiscal years, as well as a corresponding monthly cash flow statement that shows year-to-date and projected revenues and expenditures as well as other transactions affecting cash, plus a beginning and ending cash balance, broken out monthly.

Annual Budget

In March of each year, the school will begin preparing the draft annual budget under the direction and supervision of the Executive Director/CEO, using all available data including monthly actual revenues and expenditures to date as well as planned adjustments for the coming year.

Prior to June 1 of each year, the Board may hold a special Budget Planning meeting specifically for budget review and planning, in which the draft budget, prepared by the Executive Director/CEO in conjunction with the Back Office Provider, is presented to the Board and each area of the budget is discussed in depth by staff and Board members.

Alternatively, the Board may instead designate members of a Finance Committee that will hold a separate Budget Planning meeting in place of a meeting of the entire Board. In the case of a separate Finance Committee meeting, the results of this meeting will be presented to the Board at their next regular or special Board meeting.

The Executive Director/CEO, with the assistance of the Back Office Provider, will then revise and adjust the draft budget as directed by the Board and/or the Committee to create the Final Operating Budget for the coming fiscal year. Additional Budget Planning meetings may be scheduled if necessary to discuss any further revisions prior to finalizing the budget.

The Board shall hold two meetings in June to fulfill the requirement of a facilitating a public hearing at a meeting separate from the meeting in which the budget is approved. The Board shall approve the final budget no later than June 30 and submit it to the School's authorizer by July 1 annually.

Interim Budgets

On or before December 15 and March 15, the Executive Director/CEO will ensure that the interim budgets (First Interim and Second Interim) are developed and presented to the Board for approval at a regular or special Board meeting. The interim budgets shall reflect adjustments or revisions to the original budget made in response to changing financial conditions or needs of the school. The Board may elect to hold one or more Budget Planning meetings or name a Finance Committee to hold such Budget Planning meetings, if deemed necessary prior to approval of each interim budget. Once approved, the First and Second Interim Budgets will be submitted to the School's Authorizer by December 15 and March 15, respectively, as required by law.

Monthly Updates

Each month beginning in September at either the regularly scheduled or a special meeting of the Board, the Back Office Provider will provide to the Board a monthly update of year-to-date revenues and expenditures, including a comparison of budgeted vs. actual amounts and a brief explanation of significant deviations from the original budget.

The Board may act on the staff's recommendation to approve these monthly updates. The Board may also elect to approve any additions, revisions, or modifications to the Annual or Interim Budgets that it deems necessary, under a separate agenda item at the same or a subsequent meeting, to allow the school to adapt to changing financial conditions. Any such board-approved changes to the Original or Interim budgets will be used as the current operating budget by school staff from that point forward.

Travel Policy

The School recognizes that employees may be required to travel or incur other expenses from time to time. The purpose of this Policy is to ensure that (a) adequate cost controls are in place, (b) travel and other expenditures are appropriate, and (c) to provide a uniform and consistent approach for the timely reimbursement of authorized expenses incurred by Personnel. Our policy is to reimburse only reasonable and necessary expenses actually incurred by Personnel.

When incurring business expenses, the school expects Personnel to:

1. Exercise discretion and good business judgment with respect to those expenses.
2. Be cost-conscious and spend money as carefully and judiciously as the individual would spend his or her own funds.
3. Report expenses, supported by required documentation, as they were actually spent.

Initial Approval

For both single trips and ongoing travel costs, a purchase requisition must be approved by the Executive Director/CEO and or the Director of Operations and Finance prior to travel costs being incurred, and a printed copy of the purchase requisition should be provided along with the Expense Report at the time reimbursement is requested (see below).

The travel approval should contain a brief description of the travel being approved, including dates, destination, and purpose for the trip. Repeat trips may be approved in a single approval (for example, approving a weekly trip).

Cost caps for various travel costs are listed later in this Policy. For reimbursement to be provided in excess of these cost caps, an revised purchase requisition must be approved by the Executive Director/CEO and or the Director of Operations and Finance.

Expense Report

Expenses will not be reimbursed unless the individual requesting reimbursement submits a written Expense Report. The Expense Report, which shall be submitted within three (3) business of the completion of travel if travel expense reimbursement is requested, must include:

1. The individual's name;
2. The date, destination and purpose of the trip (should match information on the approval document);
3. An itemized list of all expenses for which reimbursement is requested;

4. If item cost exceeds cap, explicit authorization on the approval document to exceed caps.

Receipts

Receipts are required for all expenditures, whether billed directly to the school, paid with a school purchase (e.g. Emburse) card, or paid by the employee for later reimbursement. No expense will be reimbursed to Personnel unless the individual requesting reimbursement submits with the Expense Report original receipts from each vendor showing the vendor's name, a description of the services provided, the date, and the total expenses, including tips (if applicable). A credit card printout showing only the total purchase cost and date is insufficient, except in the case of receipts such as parking garages, tolls, or other single charges that do not provide itemized receipts.

Necessity of Travel

In determining the reasonableness and necessity of travel expenses, the employee and supervisor shall consider the ways in which the school will benefit from the travel and weigh those benefits against the anticipated costs of the travel. Less expensive alternatives, such as participation by telephone or video conferencing, or the availability of local programs or training opportunities, shall be considered. However, cost is not the sole consideration – a reasonable balance should be struck between cost and convenience, with the final goal being the best combination of cost and benefit.

Air Travel

Air travel reservations should be made as far in advance as possible in order to take advantage of reduced fares. Economy or Premium Economy should be selected in all cases unless explicit authorization, including reason, is provided for Business/First class. Personnel may choose to upgrade school-paid fares to a higher class if paid directly by the staff member (upgrade charge cannot be on a school card or charged to the school and later reimbursed). Airline lounge passes may not be paid or reimbursed by the School.

Lodging

Personnel traveling on behalf of the school may be reimbursed at the single room rate for the reasonable cost of hotel accommodations at a 2-3 star "budget business" hotel such as Embassy Suites, Comfort Inn, Fairfield Inn, Days Inn, Hampton Inn, etc. Convenience, the cost of staying in the city in which the hotel is located, safety and proximity to other venues on the individual's itinerary shall be considered in determining reasonableness. Hotels that do not clearly meet the above criteria should be pre-approved in writing when requesting overall approval for the trip. Personnel shall make use of available corporate and discount rates for hotels. Personnel may choose to upgrade school-paid room charges, add incidental charges, or otherwise increase the cost of stay only if paid directly by the staff

member (upgrade charge cannot be on a school card or charged to the school and later reimbursed). Room service, minibar, valet, laundry or other charges are only reimbursable by the school if other options are unavailable (for example, late check-in after the restaurant has closed but 24-hour room service or minibar snacks are available, no self-parking, etc.) and reason for the incidental charge should be written on the Expense Report. Internet charges are reimbursable if business use of the Internet is required. In-room movies and spa/gym/pool charges are not reimbursable. Latitude shall be given when reviewing hotel incidentals if a reasonable business case can be made for the charge in question. However, repeated events of charging questionable incidentals may lead to revocation of any future hotel incidental charges.

Out-Of-Town Meals

Personnel traveling on behalf of the school are reimbursed on a per meal basis not to exceed the following rates when they actually incur the cost of a meal. They will not be reimbursed for meals paid for or provided by others.

- Breakfast: \$ 10.00
- Lunch: \$ 15.00
- Dinner: \$ 25.00

Meal costs in excess of the above will not be reimbursed unless explicitly pre-authorized in advance. If traveling to an expensive city or area, Personnel are advised to see pre-approval of higher caps when obtaining overall trip approval.

Ground Transportation

Employees are expected to use the most economical ground transportation appropriate under the circumstances and should generally use the following, in this order of desirability:

Courtesy Shuttles. Many hotels have courtesy shuttles, which will take you to and from the airport at no charge. Employees should take advantage of this free service whenever possible.

Taxis. When courtesy cars and airport shuttles are not available, a taxi is often the next most economical and convenient form of transportation when the trip is for a limited time and minimal mileage is involved.

Rental Vehicles. Employees will be permitted to rent an automobile while out of town provided that the total cost is estimated to be less than the total cost of alternative methods of transportation. Gas charges to refill the car are reimbursable.

Personal Vehicles

Personnel are compensated for use of their personal vehicles when used for business travel. When individuals use their personal car for such travel, including travel to and from the airport, mileage will be allowed at the currently approved IRS rate per mile.

In the case of individuals using their personal cars to take a trip over 250 miles that could be made more cheaply by air, mileage will be allowed at the currently approved rate; however, the total mileage reimbursement will not exceed the sum of the lowest available round-trip coach airfare.

Parking/Tolls

Parking and toll expenses, including charges for hotel parking, incurred by Personnel traveling on organization business will be reimbursed. The costs of parking tickets, fines, car washes, parking tickets, etc., are the responsibility of the employee and will not be reimbursed.

Lavish/Excessive Expenditures

The school discourages expenses in any category that could be perceived as lavish or excessive, as such expenses are inappropriate for reimbursement by a public school. This includes situations in which these options may actually be less expensive, as charter schools face considerable scrutiny on the nature as well as the cost of business-related expenses. Personnel must be aware that as a public charter school, business travel is funded by taxpayer money and is expected to be functional but not extravagant. Some examples of excessive spending include (the following is not a comprehensive list):

1. Limousine/town car service;
2. Beach resort accommodation;
3. Sporting/golf events;
4. Music events/festivals/concerts;
5. 4-star and above hotels (unless clear reasons can be shown as to why other options were unavailable);
6. Excessive meal charges.

Fixed Assets

In order to properly track all capitalized and non-capitalized assets, an inventory must be maintained for all items with a value of \$5,000 or more. This Inventory Record shall include the asset description, location, and ID tag/serial number, and for items exceeding \$5,000, shall reference the corresponding entry in the Fixed Asset Register for capitalized assets (see below). All inventoried items shall be tagged with a unique identification tag. A textbook inventory of all textbooks shall also be maintained. The textbook inventory may be kept separate from the overall inventory.

Fixed Asset Register

Assets with a single value of \$5,000 or more (or a collection of items such as a computer lab or set of similar furniture that has a system value of over \$5,000) and a useful life of more than one year are considered “fixed assets,” meaning they are included as assets on the school’s balance sheet (rather than as expenses such as books and supplies) and the cost of these assets is spread out over the useful life of the asset. This process is called “capitalization,” and involves including the value of the asset on the school’s balance sheet at acquisition, and charging a portion of the item’s value as “depreciation” each year over its useful life. To properly account for capitalized assets, a Fixed Asset Register must be maintained for all capitalized assets, and shall include asset description, acquisition date, cost basis, depreciation expense, accumulated depreciation and useful life. The Back Office Provider is responsible for maintaining the fixed asset register.

Procedure for Recording Inventory and Fixed Assets

When any item is acquired with a cost basis of \$5,000 or more, an entry shall be made in the Inventory Record showing asset description, location, and ID tag/serial number, and a numbered identification tag shall be affixed to the item.

When the item (or group of items) that is purchased has a useful life of one year or more and has a cost of \$5,000 or more (or is part of a system or collection that has a collective cost of \$5,000 or more), the item should be entered into the Inventory Record as described in the above paragraph, and three additional steps must also be taken:

- a. A notation is made in the Inventory Record that this item is a fixed asset;
- b. The Back Office Provider is informed that a specific purchase meets the qualifications of a fixed asset;
- c. The Back Office Provider makes an entry is made in the Fixed Asset Register reflecting the acquisition.

Annual Inventory

At the end of each fiscal year upon a date determined by the Executive Director/CEO or their designee, a comprehensive physical inventory shall be conducted of all inventoried assets of \$5,000 or more (including all fixed assets), reconciling the Inventory Record, the Fixed Asset Register, and the information in the general ledger to match the results of the physical inventory.

Debt Management

The purpose of this policy is to enhance School's ability to manage its debt in a fiscally conservative and prudent manner. The effects of decisions regarding types of borrowing, covenants and terms, interest rates, and payment structure directly impact the school's continuing operation. The school has thus established this Debt Management Policy to provide goals and guidelines for the School's borrowings.

The School's Debt Management Policy is as follows:

1. The School will explore, assess risk, and implement innovative structuring ideas when they are consistent with the above goals.
2. The Executive Director/CEO is responsible for administering and maintaining the School's current obligations under direction of the Board. The Back Office Provider will meet with the Executive Director/CEO and Board, as appropriate, regarding the status of the School's existing debt and to make specific recommendations.
3. No new debt shall be incurred without approval of the Board
4. All approved annual budgets shall include timely repayment of all outstanding debt, or include a reasonable repayment plan for such debt if timely repayment is not possible.
5. Prior to incurring any new borrowing, the Back Office Provider shall prepare a financial analysis showing the effect of the borrowing on current and future operations. The School may not borrow if a reasonable financial analysis cannot show timely repayment of all obligations including the planned borrowing.
6. The School will seek financing options that are at the lowest interest cost and in the best interests of the School.
7. The School will take all practical precautions and proactive measures to avoid borrowing decisions that can negatively impact current or future operations.
8. The School will determine the term, rates, and covenants that will best fit within the overall existing debt structure at the time any new debt is incurred.

Banking

All bank accounts shall be established in the name of the School with prior board approval of the initial authorized signers. Annually with respect to all existing bank accounts, the Board shall review and approve all authorized signers and approve the continuing need for each account.

All loans or similar agreements shall be negotiated by the Executive Director/CEO to obtain such services in the most efficient and cost-effective manner, using the same procedures as described in “2. PURCHASING POLICY” above. All such agreements must clearly define all terms under which the School will be obligated and the price for such services.

Credit Cards

The School shall not maintain credit card accounts.

Debit Cards

The School shall not use debit cards. However, the School may elect to implement a purchase card system (e.g. Emburse) that allows the Executive Director and or the Director of Operations and Finance to issue staff purchase cards that defines:

- named individual users
- designated daily/weekly/monthly spending limits
- designated spending categories (e.g. fuel, maintenance supplies)

All purchase card expenses must be pre-approved through a purchase requisition as follows:

Purchase Type	First Approver/s	Second Approver
Curriculum and Instructional Materials; Professional Development i.e. conferences	Principal	Executive Director/CEO or Director of Finance
Non-instructional materials and equipment	Executive Director/CEO or Director of Finance	Executive Director/CEO or Director of Finance
Student Activities (ASB account purchases)	ASB Director and ASB student representative	Principal

Reconciliations

All bank statements will be reconciled monthly by the Back Office Provider, who does not participate in cash handling.

Generally Accepted Standards of Fiscal Management

Charter schools are required to meet generally accepted standards of fiscal management. It is now generally accepted that the primary responsibility for the fair presentation of financial statements rests with the reporting management of an organization. Accordingly, a process must be effected by a school's management and other personnel and designed to provide reasonable assurance regarding the achievement and maintenance of the following standards:

1. A fiscal year balanced budget that clearly defines achievable goals as defined in the school's charter and approved by the Board of Directors in the form of a budget resolution.
2. Full compliance with Uniform Education Reporting System (UERS) policies and procedures.
3. Accounting records should properly and accurately record and account for all cash equivalent transactions, including actual cash. Accounting information should be relevant, reliable, comparable and consistent and must be available for the preparation of reliable financial statements.
4. Demonstrated compliance with Federal and state laws/regulations, State Board of Education policies and other compliance requirements.
5. Maintenance of documentation that outlines internal controls on business practices and operation.
6. Transactions are executed in compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a material effect on public funds.
7. Funds, property, and other assets are safeguarded against loss from unauthorized use or disposition.
8. Required independent audits are performed and submitted when due in a timely manner as prescribed by the California Department of Education.
10. School should have documentation that supports its financial statements and that reflect its financial position/condition, results of operations or changes in net assets and where appropriate, cash flows for any fiscal period/year.
12. Any necessary corrective action plans on any audit findings must be filed in writing and proposed changes must be implemented in the subsequent fiscal year.

Coversheet

2022-23 School Accountability Report Card (SARC)

Section: IV. Operations and Human Resources
Item: A. 2022-23 School Accountability Report Card (SARC)
Purpose: Vote
Submitted by: Sabrina Bow
Related Material:
2022_School_Accountability_Report_Card_Encore_Education_Corporation_20230131.pdf

BACKGROUND:

In November 1988, California voters passed [Proposition 98](#), also known as *The Classroom Instructional Improvement and Accountability Act*. This ballot initiative provides California's public schools with a stable source of funding. In return, all public schools in California are required annually to prepare SARCs and disseminate them to the public. SARCs are intended to provide the public with important information about each public school and to communicate a school's progress in achieving its goals.

EC Section 35256 requires the governing school board of each school district to "develop and cause to be implemented" a SARC for each school within their district in which to report school conditions provided in *EC* Section 33126. To "develop and cause to be implemented" is to **"approve."**

Schools must submit the SARC for the previous school year annually and not later than February 1.

RECOMMENDATION:

Staff recommends the Board approve the 2021-22 SARC as presented. When the CDE releases final data, that data will be incorporated into the 2021-22 SARC and the amended report will be made available to the public.

Encore Jr. & Sr. High School for the Arts

2021-2022 School Accountability Report Card

(Published During the 2022-2023 School Year)



General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>

For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>

For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard

The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

2022-23 School Contact Information

School Name	Encore Jr. & Sr. High School for the Arts
Street	16955 Lemon St.
City, State, Zip	Hesperia, CA 92345-5139
Phone Number	760-956-2632
Principal	Dr. St. Claire Adriaan
Email Address	sadriaan@encorehighschool.com
School Website	www.encorehighschool.com
County-District-School (CDS) Code	36750440116707

2022-23 District Contact Information

District Name	Encore Jr. & Sr. High School for the Arts
Phone Number	760-956-3800
Superintendent	Dr. Sabrina Bow, Executive Director
Email Address	sbow@encorehighschool.com
District Website Address	www.encorehighschool.com

2022-23 School Overview

Founded in 2008, Encore Jr. & Sr. High School for the arts provides college preparatory educational program grounded in strong academics and a robust arts program. Encore serves approximately 600 students in grades 7-12. The school operates on a block schedule where students take eight courses per semester. Encore offers advanced placement (AP) courses, dual enrollment with Victor Valley College, and various Career Technical Education (CTE) pathways.

About this School

2021-22 Student Enrollment by Grade Level

Grade Level	Number of Students
Grade 7	99
Grade 8	144
Grade 9	124
Grade 10	141
Grade 11	103
Grade 12	111
Total Enrollment	722

2021-22 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	65.9
Male	34.1
American Indian or Alaska Native	1.0
Asian	0.7
Black or African American	16.6
Filipino	0.3
Hispanic or Latino	55.1
Native Hawaiian or Pacific Islander	0.1
Two or More Races	2.4
White	23.8
English Learners	9.3
Foster Youth	0.8
Homeless	0.0
Migrant	0.0
Socioeconomically Disadvantaged	49.7
Students with Disabilities	14.7

A. Conditions of Learning **State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	23.10	51.98	855.70	81.59	228366.10	83.12
Intern Credential Holders Properly Assigned	0.00	0.00	19.00	1.81	4205.90	1.53
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	18.50	41.69	54.00	5.15	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.00	0.13	29.10	2.78	12115.80	4.41
Unknown	2.70	6.13	90.80	8.66	18854.30	6.86
Total Teaching Positions	44.50	100.00	1048.80	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)						
Intern Credential Holders Properly Assigned						
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)						
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)						
Unknown						
Total Teaching Positions						

2021-22 data was not included as part of the initial release of data on 1/13/23. The CDE has indicated that the data will be available after the 2/1/23 SARC deadline. The data will be populated when it is published by the CDE.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.00	
Misassignments	18.50	
Vacant Positions	0.00	
Total Teachers Without Credentials and Misassignments	18.50	

2021-22 data was not included as part of the initial release of data on 1/13/23. The CDE has indicated that the data will be available after the 2/1/23 SARC deadline. The data will be populated when it is published by the CDE.

Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	0.00	
Local Assignment Options	0.00	
Total Out-of-Field Teachers	0.00	

2021-22 data was not included as part of the initial release of data on 1/13/23. The CDE has indicated that the data will be available after the 2/1/23 SARC deadline. The data will be populated when it is published by the CDE.

2021-22 Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	36.40	
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	24.30	

2021-22 data was not included as part of the initial release of data on 1/13/23. The CDE has indicated that the data will be available after the 2/1/23 SARC deadline. The data will be populated when it is published by the CDE.

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

2022-23 Quality, Currency, Availability of Textbooks and Other Instructional Materials

DATA COLLECTED OCTOBER 2022

RLA/ELD INSTRUCTIONAL MATERIALS

Edgenuity (2021) was locally adopted for RLA 7, RLA 8, English I, II, III, IV, ELD

MATHEMATICS

Edgenuity (2021) was locally adopted for Math 7, Math 8, Math I, II, III, AP Statistics

Math 120 (dual enrollment course with Victor Valley College) instructor provided materials via Canvas

HISTORY/SOCIAL SCIENCE

Edgenuity (2022) was locally adopted for History 7, History 8, World History, US History, Economics, Government

US History (History 118) (dual enrollment course with Victor Valley College)--was scheduled to be offered but was not due to low course enrollment

Intro Psychology (dual enrollment course with Victor Valley College) used instructor provided materials via Canvas

Developmental Psychology (dual enrollment course with Victor Valley College) instructor provided materials via Canvas

SCIENCE

Edgenuity (2022) was locally adopted for Science 7, Science 8, Biology, Chemistry, Environmental Science

Anatomy: Hole's Essentials of Human Anatomy and Physiology, Glencoe

Astronomy (dual enrollment course with Victor Valley College)" The Cosmic Perspective, 9th Edition, Pearson Education

WORLD LANGUAGE

Edgenuity (2022) was locally adopted for Spanish I, II, III, IV

Year and month in which the data were collected

September 2022

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption ?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	Edgenuity/2021* (* = local adoption)	No	0
Mathematics	Edgenuity/2021* Pre-Calculus: Edgenuity/2021* Pre-Calculus: Mathematics for Calculus, Carnegie Learning/2017 Calculus - Calculus Graphical, Numerical, Algebraic, Pearson-Prentice Hall/2017 (* = local adoption)	No	0
Science	Edgenuity (2022)* was locally adopted for Science 7, Science 8, Biology, Chemistry, Environmental Science Anatomy: Hole's Essentials of Human Anatomy and Physiology, Glencoe	No	0

	<p>Astronomy (dual enrollment course with Victor Valley College)" The Cosmic Perspective, 9th Edition, Pearson Education</p> <p>(* = local adoption)</p>		
History-Social Science	<p>Edgenuity (2022)* was locally adopted for History 7, History 8, World History, US History, Economics, Government</p> <p>US History (History 118) (dual enrollment course with Victor Valley College)--was scheduled to be offered but was not due to low course enrollment</p> <p>Intro Psychology (dual enrollment course with Victor Valley College) used instructor provided materials via Canvas</p> <p>Developmental Psychology (dual enrollment course with Victor Valley College) instructor provided materials via Canvas</p> <p>(* = local adoption)</p>	No	0
Foreign Language	<p>Edgenuity (2022)* Spanish I, II, III, IV</p> <p>(* = local adoption)</p>	No	0
Health	NA		0
Visual and Performing Arts	NA		0
Science Laboratory Equipment (grades 9-12)	NA		0

School Facility Conditions and Planned Improvements

Adequacy: The Encore campus is located at 16955 Lemon Street in Hesperia. the campus is situated on eleven acres and houses just over 100,000 square feet of facilities including six permanent structure buildings, 19 relocatable buildings, and one Big Top facility. The campus has the capacity to serve approximately 1,000 students.

Safety: Encore maintains a School Safety Plan which is approved by the Encore Board of Directors. The Plan outlines regular drills (fire, active shooter, earthquake, evacuation). The campus is secured by a perimeter fence, controlled access, and surveillance cameras. One classroom access ramp will be replaced February 2023.

Cleanliness : A combined workforce of contracted janitorial services and Encore campus aides ensure the campus is maintained in sanitary condition. Janitorial services provide overnight cleaning while campus aides provide custodial support during the school day. High touch areas are routinely sanitized to ensure health and safety of students and staff.

Maintenance and Repairs: Annual fire extinguisher inspections are conducted and confirmed (punch tags).Outdoor Benches and theater seating were replaced for more effective sanitation. The asphalt in the Big Top was replaced with concrete to promote better drainage and more effective sanitation.

Planned Improvements: The School is developing a work plan to replace and upgrade its HVAC package units and systems in the next two years.

FROM SEPTEMBER 2022 FACILITIES INSPECTION:

Interior Surfaces (REMEDIED): Ceiling tiles, baseboards, and walls repaired December 2022

Interior Surfaces (IN PROGRESS): Replacement of approximately 28,000 sq ft of flooring

Overall Cleanliness (REMEDIED): Graffiti abatement and cluttered classrooms addressed October 2022

Overall Cleanliness (IN PROGRESS): Removal of high shelving in certain classrooms scheduled for February 2023

Electrical (REMEDIED): Extension cord trip hazards removed October 2022

Restrooms (REMEDIED): Paper products maintained through updated daily schedule; menstrual products dispensers installed December 2022; restroom latches repaired January 2023

Restrooms (IN PROGRESS): Restroom tile replacement scheduled for March 2023

Fire Safety (REMEDIED): Fire extinguisher monthly inspection is being conducted as of October 2022

Hazardous Material (REMEDIED): Classroom cleaning sprays/wipes secured in lockable storage as of October 2022

Structural Damage (IN PROGRESS): Classroom access ramp will be replaced February 2023

Windows/Gates/Fences (REMEDIED): Locksmith conducted repairs to various latches in January 2023

Year and month of the most recent FIT report

September 2022

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			School plans to replace/upgrade aging HVAC systems within the next year.
Interior: Interior Surfaces		X		One classroom access ramp will be replaced February 2023.
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			School staff performs janitorial duties before, during, and after school. High touch areas are sanitized several times a day. Deep cleaning over winter, spring, and summer breaks. Vendor performs monthly pest inspection/spray.
Electrical	X			Continued monitoring of use of extension cords in classrooms

School Facility Conditions and Planned Improvements

Restrooms/Fountains: Restrooms, Sinks/ Fountains			X	Restroom tiles need repair (scheduled for March 2023). Broken faucets were replaced in December 2022.
Safety: Fire Safety, Hazardous Materials			X	Staff provided additional training to conduct monthly inspection of fire extinguisher and case and sign off on the punch tag. Vendor contracted for annual inspection and recharge (February)
Structural: Structural Damage, Roofs	X			None
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			Repair of locks and doors performed by locksmith or facilities staff as needed.

Overall Facility Rate

Exemplary	Good	Fair	Poor
		X	

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).
4. **College and Career Ready**
The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

SARC Reporting in the 2020-2021 School Year Only

Where the most viable option, LEAs were required to administer the statewide summative assessment in ELA and mathematics. Where a statewide summative assessment was not the most viable option for the LEA (or for one or more grade-level[s] within the LEA) due to the pandemic, LEAs were allowed to report results from a different assessment that met the criteria established by the State Board of Education (SBE) on March 16, 2021. The assessments were required to be:

- Aligned with CA CCSS for ELA and mathematics;
- Available to students in grades 3 through 8, and grade 11; and
- Uniformly administered across a grade, grade span, school, or district to all eligible students.

Options

Note that the CAAs could only be administered in-person following health and safety requirements. If it was not viable for the LEA to administer the CAAs in person with health and safety guidelines in place, the LEA was directed to not administer the tests. There were no other assessment options available for the CAAs. Schools administered the Smarter Balanced Summative Assessments for ELA and mathematics, other assessments that meet the SBE criteria, or a combination of both, and they could only choose one of the following:

- Smarter Balanced ELA and mathematics summative assessments;
- Other assessments meeting the SBE criteria; or
- Combination of Smarter Balanced ELA and mathematics summative assessments and other assessments.

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

The 2020-21 data cells have N/A values because these data are not comparable to other year data due to the COVID-19 pandemic during the 2020-21 school year. Where the CAASPP assessments in ELA and/or mathematics is not the most viable option, the LEAs were allowed to administer local assessments. Therefore, the 2020-21 data between school years for the school, district, state are not an accurate comparison. As such, it is inappropriate to compare results of the 2020-21 school year to other school years.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2020-21	School 2021-22	District 2020-21	District 2021-22	State 2020-21	State 2021-22
English Language Arts/Literacy (grades 3-8 and 11)	N/A	31	N/A	30	N/A	47
Mathematics (grades 3-8 and 11)	N/A	8	N/A	16	N/A	33

2021-22 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	329	314	95.44	4.56	31.21
Female	210	200	95.24	4.76	30.00
Male	119	114	95.80	4.20	33.33
American Indian or Alaska Native	--	--	--	--	--
Asian	--	--	--	--	--
Black or African American	52	48	92.31	7.69	27.08
Filipino	--	--	--	--	--
Hispanic or Latino	181	172	95.03	4.97	30.23
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	--	--	--	--	--
White	76	74	97.37	2.63	36.49
English Learners	16	15	93.75	6.25	0.00
Foster Youth	--	--	--	--	--
Homeless	0	0	0.00	0.00	0.00
Military	0	0	0.00	0.00	0.00
Socioeconomically Disadvantaged	153	147	96.08	3.92	25.85
Students Receiving Migrant Education Services	0	0	0.00	0.00	0.00
Students with Disabilities	42	39	92.86	7.14	10.26

2021-22 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	329	315	95.74	4.26	7.94
Female	210	200	95.24	4.76	8.00
Male	119	115	96.64	3.36	7.83
American Indian or Alaska Native	--	--	--	--	--
Asian	--	--	--	--	--
Black or African American	52	48	92.31	7.69	8.33
Filipino	--	--	--	--	--
Hispanic or Latino	181	174	96.13	3.87	6.90
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	--	--	--	--	--
White	76	73	96.05	3.95	10.96
English Learners	16	16	100.00	0.00	0.00
Foster Youth	--	--	--	--	--
Homeless	0	0	0.00	0.00	0.00
Military	0	0	0.00	0.00	0.00
Socioeconomically Disadvantaged	153	147	96.08	3.92	10.20
Students Receiving Migrant Education Services	0	0	0.00	0.00	0.00
Students with Disabilities	42	39	92.86	7.14	0.00

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

For any 2020–21 data cells with N/T values indicate that this school did not test students using the CAASPP for Science.

Subject	School 2020-21	School 2021-22	District 2020-21	District 2021-22	State 2020-21	State 2021-22
Science (grades 5, 8 and high school)	16.09	15.84	NT	14.44	28.5	29.47

2021-22 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	463	442	95.46	4.54	15.84
Female	312	298	95.51	4.49	15.1
Male	151	144	95.36	4.64	17.36
American Indian or Alaska Native	--	--	--	--	--
Asian	--	--	--	--	--
Black or African American	67	62	92.54	7.46	12.9
Filipino	--	--	--	--	--
Hispanic or Latino	258	247	95.74	4.26	12.96
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	18	17	94.44	5.56	11.76
White	114	110	96.49	3.51	23.64
English Learners	26	24	92.31	7.69	0
Foster Youth	--	--	--	--	--
Homeless	0	0	0	0	0
Military	0	0	0	0	0
Socioeconomically Disadvantaged	228	219	96.05	3.95	14.16
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	63	60	95.24	4.76	3.33

2021-22 Career Technical Education Programs

Career Technical Education: Sectors and Pathways/Sequences

Design, Visual, and Media Arts (111)

159 – Art I
 163 – Art II
 161 – Art III
 158 – Drawing: Introduction
 1582 – Drawing: Intermediate
 1583 – Drawing: Advanced
 1672 – Med Arts: Introduction
 165 – Photo: Introduction
 612 – Photo: Intermediate
 613 – Photo: Advanced
 1674 – Med Arts: Intermediate
 1673 – Media Arts: Advanced
 1675 – Adv: Med-Pub
 164 – Mural: Intermediate
 620 – Sculp: Intermediate
 6201 – Sculp II: Advanced
 167 – Yearbook: Advanced

Performing Arts (112)

162 – AME: Exploration
 661 – Acting I: Introduction
 422 – Ballet/Lyrical: Introduction
 134 – Band: Introduction
 135 – Beg Mus: Introduction
 143 – Choir: Introduction
 6789 – Circus I: Introduction
 2161 – Cirque Con: Introduction
 4311 – Dance Tech: Introduction
 129 – Guitar I: Introduction
 48 – Hip Hop: Introduction
 67871 – Intermediate: Ground
 42 – Introduction: Ballet
 34 – Introduction : Jazz
 456 – Introduction: Men Dance
 643 – Introduction: Music Arts
 6411 – Introduction: Music Theory 2
 641 – Introduction: Music Theory
 1371 – Introduction: Voice
 427 – Jazz/Tap: Introduction
 1755 – Music Theatre: Introduction
 119 – Piano I: Introduction
 124 – Strings: Introduction
 6786 – Tumbling: Introduction
 6611 – Acting 2: Intermediate
 6008 – Aerial: Intermediate
 423 – Ballet/Lyrical: Intermediate
 133 – Band: Intermediate
 140 – Choir: Intermediate
 6788 – Circus Arts II
 1310 – Drumline: Intermediate
 128 – Guitar 2: Intermediate
 49 – Hip hop: Intermediate
 67872 – Intermediate CH Ground
 6211 – Intermediate Music: Choir
 6784 – Intermediate: Aerial
 1302 – Intermediate: Jazz
 1373 – Intermediate: Voice
 4561 – Intermediate: Men's Ballet
 428 – Jazz/Tap: Intermediate

2021-22 Career Technical Education Programs

1756 – Music Thea: Intermediate
 6412 – Music Comprehension
 120 – Piano II: Intermediate
 127 – Strings: Intermediate
 6777 – Tumbling: Intermediate
 6612 – Acting 3: Advanced
 6785 – Advanced Ch Circus
 67873 – Advanced Ch Ground
 77 – Advanced Pro Music: Or
 1374 – Advanced: Voice Tech
 6009 – Aerial: Advanced
 424 – Ballet /Lyrical: Advanced
 132 – Band: Advanced
 1401 – Choir: Advanced
 1283 – Guitar 3: Advanced
 1284 – Guitar 4: Advanced
 491 – Hip Hop: Advanced
 492 – Jazz/Tap: Advanced
 621 – Madrigals: Advanced
 1757 – Music Thea: Advanced
 121 – Piano III: Advanced
 122 – Piano IV: Advanced
 1201 – Pointe I: Advanced
 1202 – Pointe II: Advanced
 666 – Pro Act Film Honors
 667 – Pro Film Studies Honors
 176 – Pro Music Honors II
 6907 – Pro Music Theatre Dance Honors
 6908 – Pro Vocal Art Honors
 6913 – Prof Arts Development Honors
 6901 – Prof Performance Art Honors
 6909 – Prof Performance Music Honors
 6910 – Rock Band Professional Honors
 6778 – Tumbling: Advanced

Production and Managerial Arts (113)

6121 – Film I: Introduction
 6122 – Film II: Intermediate
 6123 – Film III: Advanced
 669 – Pro Film Acting Honors (Introduction)
 670 – Pro Film Honors (Capstone)
 668 – Prof Film Lab Honors (Capstone)

Fashion Design and Merchandising (160)

649 – Costume: Intermediate
 6491 – Costume Design 3: Advanced
 64911 – Costume Design 4: Advanced

Food Service and Hospitality (201)

692 – Cooking: Intermediate
 173 – Restaurant Occupation: Advanced

Hospitality, Tourism, and Recreation (202)

691 – Encore School Government: Intermediate
 6914 – Encore School Government II: Advanced

CTE Advisory Committee was chaired by CEO/Executive Director Denise Griffin and comprised of teachers Sandi Del Sole (Chair, Fashion Design), Joshua Barkdull (Chair, Visual Arts).

2021-22 Career Technical Education (CTE) Participation

Measure	CTE Program Participation
Number of Pupils Participating in CTE	655
Percent of Pupils that Complete a CTE Program and Earn a High School Diploma	97.1
Percent of CTE Courses that are Sequenced or Articulated Between the School and Institutions of Postsecondary Education	

Course Enrollment/Completion

This table displays the course enrollment/completion of University of California (UC) and/or California State University (CSU) admission requirements.

UC/CSU Course Measure	Percent
2021-22 Pupils Enrolled in Courses Required for UC/CSU Admission	100.00
2020-21 Graduates Who Completed All Courses Required for UC/CSU Admission	66.03

B. Pupil Outcomes

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

2021-22 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. Due to changes to the 2021-22 PFT administration, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 5	N/A	N/A	N/A	N/A	N/A
Grade 7	81.4	78.4	81.4	80.4	79.4
Grade 9	80.6	79.6	80.6	82.4	82.4

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2022-23 Opportunities for Parental Involvement

Encore welcomes parent volunteers to contribute to making decisions regarding the school. The following are the opportunities and committees that parents be involved in:

School Site Council (SSC): The SSC shall be comprised of at least ten (10) members comprised of the following--1 principal or their designee, 1 other school personnel, 3 classroom teachers, and 5 parent/community and student members. School Site Council meetings are held quarterly.

Encore Board of Director Meetings: Parents are invited to attend and speak during open session at Encore's monthly board meetings. Notifications of the monthly board meetings are posted on the Encore school website and outside the Main Office.

English Language Advisory Committee (ELAC): Each California public school with 21 or more English learners must form an English Learner Advisory Committee (ELAC). The role of the ELAC is to advise the principal and staff in the development of a site plan for English learners and submitting the plan to the School Site Council for consideration of inclusion in the School Plan for Student Achievement, assist in the development of the schoolwide needs assessment, identify ways to make parents aware of the importance of regular school attendance. Parents or guardians of English learners shall constitute at least the same percentage of the ELAC membership as their children represent of the student body. ELAC meetings are held quarterly.

School Fundraising Activities: Parents are invited to volunteer at Encore fundraisers and activities during the school year. Notifications of these events are shared via social media, email, and all call system. Events are posted on the Encore school calendar as well.

Parent Advisory Committee: Parents are welcome to join the school's Parent Advisory Committee where parents organize and hold monthly meetings with administration, to discuss and offer feedback to current events at Encore.

C. Engagement

State Priority: Pupil Engagement

The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

- High school dropout rates;
- High school graduation rates; and
- Chronic Absenteeism

Dropout Rate and Graduation Rate (Four-Year Cohort Rate)

Indicator	School 2019-20	School 2020-21	School 2021-22	District 2019-20	District 2020-21	District 2021-22	State 2019-20	State 2020-21	State 2021-22
Dropout Rate		1.8	0.9		3.1	5.1		8.9	7.8
Graduation Rate		98.2	98.3		90	89.5		84.2	87

2021-22 Graduation Rate by Student Group (Four-Year Cohort Rate)

This table displays the 2021-22 graduation rate by student group. For information on the Four-Year Adjusted Cohort Graduation Rate (ACGR), visit the CDE Adjusted Cohort Graduation Rate web page at www.cde.ca.gov/ds/ad/acgrinfo.asp.

Student Group	Number of Students in Cohort	Number of Cohort Graduates	Cohort Graduation Rate
All Students	117	115	98.3
Female	73	72	98.6
Male	44	43	97.7
American Indian or Alaska Native	--	--	--
Asian	--	--	--
Black or African American	11	11	100.0
Filipino	0	0	0.0
Hispanic or Latino	63	61	96.8
Native Hawaiian or Pacific Islander	0	0	0.0
Two or More Races	--	--	--
White	37	37	100.0
English Learners	--	--	--
Foster Youth	--	--	--
Homeless	--	--	--
Socioeconomically Disadvantaged	79	77	97.5
Students Receiving Migrant Education Services	0	0	0.0
Students with Disabilities	22	21	95.5

2021-22 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	801	759	243	32.0
Female	526	503	164	32.6
Male	275	256	79	30.9
American Indian or Alaska Native	7	7	2	28.6
Asian	6	6	0	0.0
Black or African American	126	120	37	30.8
Filipino	3	3	0	0.0
Hispanic or Latino	444	416	126	30.3
Native Hawaiian or Pacific Islander	1	1	0	0.0
Two or More Races	21	21	6	28.6
White	193	185	72	38.9
English Learners	76	68	19	27.9
Foster Youth	10	9	4	44.4
Homeless	1	1	0	0.0
Socioeconomically Disadvantaged	440	411	145	35.3
Students Receiving Migrant Education Services	0	0	0	0.0
Students with Disabilities	121	112	42	37.5

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data collected between July through February, partial school year due to the COVID-19 pandemic. The 2019-20 suspensions and expulsions rate data are not comparable to other year data because the 2019-20 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019-20 school year compared to other school years.

Subject	School 2019-20	District 2019-20	State 2019-20
Suspensions	1.47	4.91	2.45
Expulsions	0.55	0.25	0.05

This table displays suspensions and expulsions data collected between July through June, each full school year respectively. Data collected during the 2020-21 school year may not be comparable to earlier years of this collection due to differences in learning mode instruction in response to the COVID-19 pandemic.

Subject	School 2020-21	School 2021-22	District 2020-21	District 2021-22	State 2020-21	State 2021-22
Suspensions	0.00	3.50	0.11	5.27	0.20	3.17
Expulsions	0.00	0.00	0.01	0.24	0.00	0.07

2021-22 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	3.50	0.00
Female	3.04	0.00
Male	4.36	0.00
American Indian or Alaska Native	0.00	0.00
Asian	0.00	0.00
Black or African American	6.35	0.00
Filipino	0.00	0.00
Hispanic or Latino	3.15	0.00
Native Hawaiian or Pacific Islander	0.00	0.00
Two or More Races	0.00	0.00
White	2.07	0.00
English Learners	2.63	0.00
Foster Youth	0.00	0.00
Homeless	0.00	0.00
Socioeconomically Disadvantaged	4.09	0.00
Students Receiving Migrant Education Services	0.00	0.00
Students with Disabilities	3.31	0.00

2022-23 School Safety Plan

THE 2023 ANNUAL APPROVAL BY THE ENCORE BOARD OF DIRECTORS IS SCHEDULED FOR FEBRUARY 27, 2023.

The Encore Comprehensive School Safety Plan (CSSP) was most recently adopted on February 24, 2021, per Ed Code 32282. The Encore School Safety Committee consisted of the then-current Encore Chief Operations Officer, a representative for the teachers' association, Encore school parent, a representative for the classified employee association, Encore student services manager, retired California Fire Fighter and Encore board member, and Encore's Facilities Manager. A public meeting for input was held on Friday, April 9, 2021. The CSSP was board approved on Monday, April 12, 2021.

The CSSP covers a variety of situations and includes strategies and programs that maintain a higher level of school safety. The CSSP includes: Child Abuse reporting procedures, disaster procedures, routine and emergency, adoptions for pupils with disabilities, policies and procedures which lead to suspensions and or expulsion, procedures to notify teachers of dangerous pupils, policy prohibiting discrimination, harassment, intimidation, and bullying, provisions of any school site dress code, including prohibition of "gang-related" apparel, procedures for safe ingress and egress of pupils, parents, and employees from school site; including procedures for visitor access to the school campus, goals and plans that create a safe and orderly environment conducive of learning at the school, the rules and procedures for on school discipline, procedures adopted under the Safe and Drug-Free Schools Act, and Bullying Prevention Policies and Procedures.

2019-20 Secondary Average Class Size and Class Size Distribution

This table displays the 2019-20 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	24	17	15	10
Mathematics	21	21	20	3
Science	24	11	24	2
Social Science	26	11	12	8

2020-21 Secondary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	22	22	6	11
Mathematics	18	24	6	9
Science	18	23	8	7
Social Science	18	22	6	9

2021-22 Secondary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	22	18	8	8
Mathematics	21	20	6	6
Science	22	13	9	6
Social Science	24	12	5	8

2021-22 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	240.67

2021-22 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	3.0
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	
Resource Specialist (non-teaching)	
Other	2.4

2020-21 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2020-21 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	13,436	3,608	9.828	74,120.26
District	N/A	N/A	\$12,594	80,863.63
Percent Difference - School Site and District	N/A	N/A	-199.7	-8.7
State	N/A	N/A	\$13,650	79,988.13
Percent Difference - School Site and State	N/A	N/A	-199.7	-7.6

2021-22 Types of Services Funded

The types of services funded at Encore for the 2020-2021 school year were as follows: Title I, National School Lunch Program, College and Career, Guidance Counseling, Psychologist, Speech Therapy, Occupational Therapy, Full Inclusion SPED Services, 504, English Learners, Credit Recovery and Independent Study.

2020-21 Teacher and Administrative Salaries

This table displays the 2020-21 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$55,410	\$51,081
Mid-Range Teacher Salary	\$87,810	\$77,514
Highest Teacher Salary	\$110,822	\$105,764
Average Principal Salary (Elementary)	\$140,535	\$133,421
Average Principal Salary (Middle)	\$144,424	\$138,594
Average Principal Salary (High)	\$157,579	\$153,392
Superintendent Salary	\$243,659	\$298,377
Percent of Budget for Teacher Salaries	32%	32%
Percent of Budget for Administrative Salaries	5%	5%

2021-22 Advanced Placement (AP) Courses

This table displays the percent of student in AP courses at this school.

Percent of Students in AP Courses	4.4
--	-----

This table displays the number of AP courses offered at this school where there are student course enrollments of at least one student.

Subject	Number of AP Courses Offered
Computer Science	0
English	1
Fine and Performing Arts	0
Foreign Language	0
Mathematics	0
Science	1
Social Science	1
Total AP Courses Offered Where there are student course enrollments of at least one student.	3

Professional Development

Encore teachers and staff participate in numerous days of professional development before, during, and after the school year. In the 2022 year, summer in-service was held August 1-5 (five days). During the school year, staff will hold three "data days" (October 21, February 10, March 31) to follow the three benchmark assessment periods. Staff will participate in two in-service days after the last day of instruction (May 30 and 31).

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2020-21	2021-22	2022-23
Number of school days dedicated to Staff Development and Continuous Improvement	15	16	10

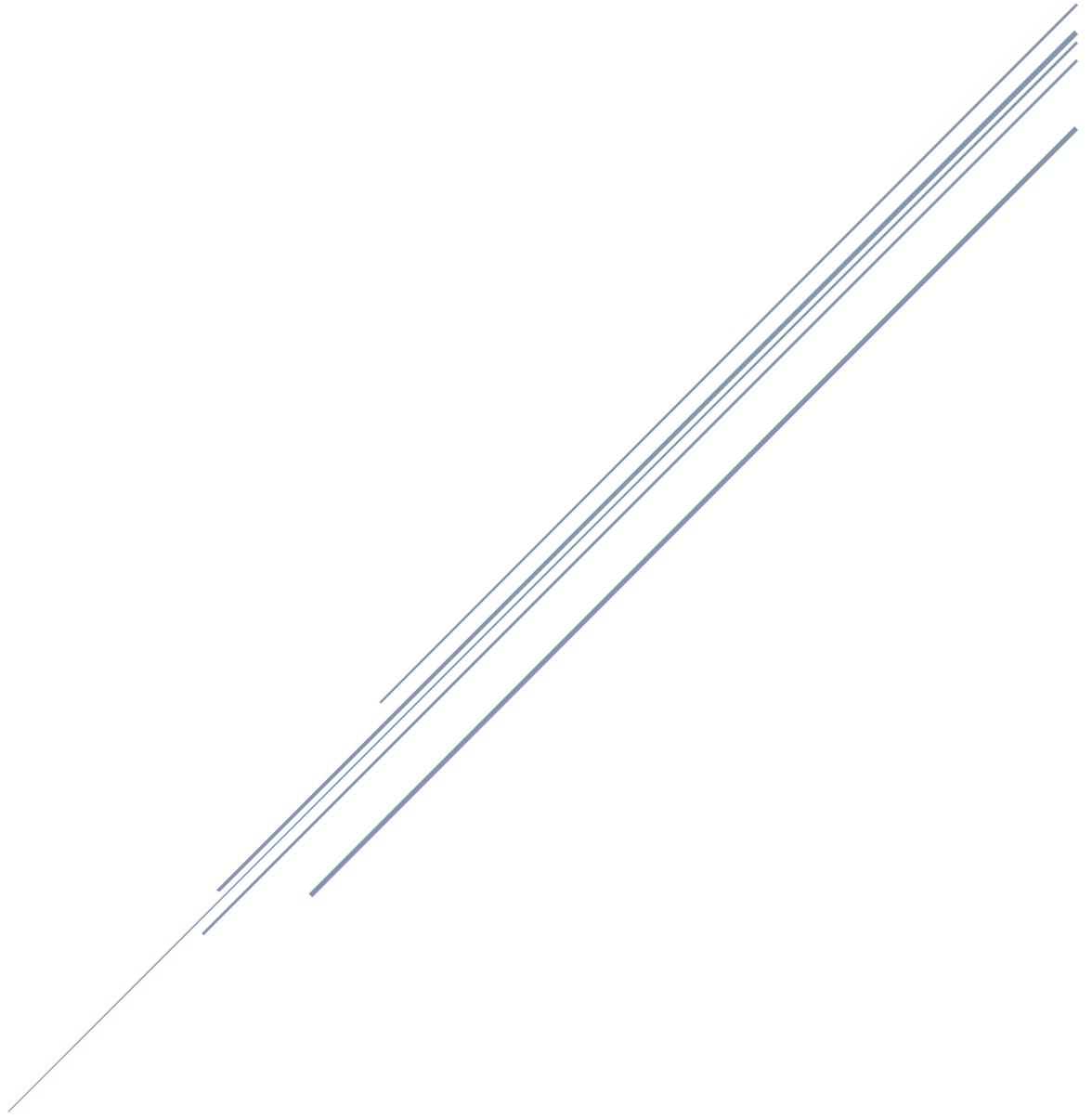
Coversheet

2022-23 Employee Handbook

Section: IV. Operations and Human Resources
Item: B. 2022-23 Employee Handbook
Purpose: Vote
Submitted by:
Related Material:
Encore Employee Handbook APPROVED 2023-01-31 (4857-8390-7655.v1).pdf

ENCORE EDUCATION CORPORATION

Employee Handbook



Last Adopted by the Encore Board of Directors January 31, 2023

REVISION HISTORY

January 31, 2023
October 17, 2022

AMENDMENT TO EMPLOYEE HANDBOOK

This Employee Handbook contains the employment policies and practices of the School in effect at the time of publication.

Encore reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.

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Acknowledgement of Receipt of Employee Handbook

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO HUMAN RESOURCES.

EMPLOYEE NAME: _____

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook. I also understand that if I am ever unclear on any language, or policies and procedures in this Handbook, it is my responsibility to seek clarification from the School.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of the School's policies and benefits and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status. I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School.

I understand that other than the Board of the School, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board has the authority to make any such agreement and then only in writing signed by the Board President.

Employee's Signature: _____ Date: _____

Please sign/date, tear out, and return to Executive Assistant Joelle Schwarck,
and retain this Handbook for your reference.

Section 1.01 Introduction

This Handbook summarizes the **Encore Education Corporation Charter School's** (hereinafter referred to as "School" or "Company") personnel policies applicable to all employees. Please review these policies carefully. If you have any questions about the policies outlined in this Handbook, or if you have any other personnel related questions, whether related to policies specifically addressed in this Handbook or otherwise, please consult **Human Resources or the Executive Director/CEO**.

This Handbook is intended only as a guide to the School's personnel policies, outlining and highlighting those policies and practices. It is not, therefore, intended to create any expectations of continued employment, or an employment contract, express or implied, other than the at-will employment relationship provided to employees. This Handbook supersedes any previously issued handbooks, policies, benefit statements and/or memoranda, whether written or verbal, including those that are inconsistent with the policies described herein.

With the exception of the at-will employment status of its employees, the School reserves the right to alter, modify, amend, delete and/or supplement any employment policy or practice (including, but not limited to, areas involving hiring policies and procedures, general workplace policies, hours of work, overtime and attendance, standards of conduct, employee benefits, employment evaluation and separation) with or without advance notice. Only the CEO with the written approval of the Encore School Board may alter the at-will employment status of any of its employees.

Once you have reviewed this Handbook, please sign the two employee acknowledgement forms at the end, keep one for your files and provide the other to Human Resources or the Executive Manager of Human Resources. This signed acknowledgement demonstrates to the School that you have read, understand, and agree to comply with the policies outlined in the Handbook.

Section 1.02 Hiring Policies and Procedures

(a) At Will Employment

The School is an at-will employer. Employees of the School are hired on an at-will basis and can be released at any time, for any reason, with or without cause, and with or without advance notice. This Handbook does not in any way reflect a modification to this policy and does not reflect a contract of employment, either express or implied, between you and the School. Accordingly, either you or the School may terminate this relationship at any time, for any reason, with or without cause, and with or without prior notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to any employee in connection with his/her employment shall require the School to have "cause" or reason to terminate an employee or otherwise restrict the School's right to terminate an employee at any time for any reason. No School representative is authorized to modify this policy for any employee, unless in writing, signed by the **Executive Director/CEO** and approved in writing by the Board of Directors.

(b) Equal Employment Opportunity Policy

The School 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 historically 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"), 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 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 **Human Resources** or the **Executive Director/CEO** and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. The School will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. The School 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.

(c) Immigration Compliance

The School 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 his or her identity and legal authority to work in the United States. However, Encore 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 because he or she holds or presents 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.

(d) Employee Classification

The School's employees are classified in the following categories: exempt or nonexempt, and full-time, part-time or temporary.

Exempt: Exempt employees are those employees assigned as exempt at the start of employment. They are paid a salary and are not legally entitled to rest breaks, meal periods, and overtime pay.

Nonexempt: Nonexempt employees are those employees assigned as non-exempt at the start of employment. They are paid an hourly wage, and may be entitled to rest breaks, meal periods, and overtime pay based on their work schedule.

Full-Time: Full-time employees are those employees who are scheduled to work at least thirty-six (36) hours in a week.

Part-Time: Part-time employees are those employees who are scheduled to work up to thirty-five (35) hours in a week.

Temporary: Temporary employees are those employees who are hired for a limited time period, or for a specific project, and usually are not employed more than one (1) month.

Part-time and temporary employees are not entitled to benefits provided by the School, except as required by law. Independent contractors, consultants, and leased employees (i.e., those working for an employment agency or on loan from another entity) are not employees of the School and are not eligible for benefits provided by the School. If you have any questions about your classification, please consult with **Human Resources**.

(e) First 90 Days of Employment

Except as required by law and as otherwise identified in this Handbook, during the first ninety (90) days of employment for every employee, irrespective of classification, the employee will not be eligible for or accrue any benefits. Please see the School's separate health plan eligibility requirements and sick leave accrual policy. The inclusion of an initial ninety (90) day waiting period does not change the at-will status of the School's employees.

(f) Relationships Between Employees

While the School's policies prohibit discrimination based on an individual's marital status, the individual's relations to another School employee or his or her lawful off duty conduct, some relationships can create conflicts of interest. A conflict, or the risk of a conflict, may require the School to take the employee's relationship with another employee into account.

An employee should not be in a supervisory role over an employee who is a relative (i.e., sibling, parent, spouse, domestic partner, etc.). Supervisors should avoid situations that result in actual or perceived conflicts of interest with supervised employees and situations where favoritism or an unfair advantage may occur or be implied.

A supervisor should avoid dating employees under their direct supervision, or employees that would create actual or perceived conflicts of interest and situations of favoritism. If such relationship arises, both employees shall notify the School so that appropriate measures can be taken to prevent conflicts of interest or favoritism.

The School reserves the right to take appropriate action if employee relationships interfere with the safety, morale or security of the School, or if the relationships create an actual or perceived conflict of interest or favoritism.

Any conflicts of this nature must be reported to the Encore School Board. The Encore School Board is responsible for extreme cases and may make changes to employment to eliminate an actual or perceived conflict of interest at any time.

(g) Certification and Licensure of Instructional Staff

As required by law, each of the School's teachers is required to hold a current California Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold. Paraprofessional staff may also be required to document that they meet applicable legal requirements for paraprofessional staff.

It is the responsibility and a condition of continued employment of all instructional staff, including teachers, instructors, and paraprofessionals to maintain and keep current such certificates, permits or other documentation and provide to the **Human Resources Office** no later than the close of business on the first day the employee reports for duty for new employees, and no later than the close of business two days after the School provides the employee with its reasonable assurance of continued employment for the next school year. If an instructional staff employee believes that he or she is assigned to teach in a subject in which he or she does not have subject matter competence, the employee should immediately report the same to **Human Resources**. Staff members who are required to meet these state and federal certification, expertise, and related requirements must maintain such qualifications as a condition of employment at the School. Nothing in this section is intended to alter the at-will status of the employee's employment.

(h) 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 students.

(i) Criminal Background Checks

The School requires all volunteers and applicants for employment to submit to a criminal background investigation. As a precondition of employment or volunteer service, the employee/applicant must be cleared in a Department of Justice ("DOJ") background check which involves submitting two sets of fingerprints to the DOJ and cross-references both the DOJ and Federal Bureau of Investigations criminal

records. The School will not employ a person who has been convicted of a violent or serious felony, a controlled substance or sex offense, a crime which indicates any unfitness for the job position or any person who would be prohibited from employment by a school because of his or her conviction for any crime, unless an applicable exception applies. The School will not employ any applicant until the DOJ background check is completed. Employees agree to the School receiving DOJ subsequent arrest notifications upon assuming employment with Encore. 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 Encore.

(j) Mandated Reporter Training

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she 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.

Encore will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. 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), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee's employment.

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

Section 1.03 General Workplace Policies

(a) Professional Boundaries: Staff/Student Interaction Policy

Encore recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student. For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Staff/Student Behavior

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

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher

relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct. Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

- (a) Giving gifts to an individual student that are of a personal and intimate nature.
- (b) Kissing of any kind.
- (c) Any type of unnecessary physical contact with a student in a private situation.
- (d) Intentionally being alone with a student away from the school.
- (e) Making or participating in sexually inappropriate comments.
- (f) Sexual jokes.
- (g) Seeking emotional involvement with a student for your benefit.
- (h) Listening to or telling stories that are sexually oriented.
- (i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

(These behaviors should only be exercised when a staff member has parent and supervisor permission.)

- (a) Giving students a ride to/from school or school activities.
- (b) Being alone in a room with a student at school with the door closed.
- (c) Allowing students in your home.

Cautionary Staff/Student Behaviors

(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)

- (a) Remarks about the physical attributes or development of anyone.
- (b) Excessive attention toward a particular student.
- (c) Sending emails, text messages or letters to students if the content is not about school activities.

Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.
- (g) Keeping parents informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing the Principal about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.

(b) [Policy Prohibiting Unlawful Harassment, Discrimination and Retaliation](#)

The School is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. The School's policy prohibits unlawful harassment, discrimination, and retaliation based upon: race (including traits historically 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); 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.

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.

The School 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 the principal or designee.

When the School received allegations of unlawful harassment, discrimination or retaliation, the Board (if a complaint is about the principal) or the Principal 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 handles 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. The School is committed to the remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work 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

The School 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; and/or
- (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 him or her or against another individual.

Training

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 (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 a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to 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 Principal. 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.

- 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.

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 [FILL IN] policy.

(c) Whistleblower Policy

Encore 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 investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

(d) Workplace Violence

The School takes the safety and security of its employees seriously. The School does not tolerate acts or threats of physical violence, including but not limited to intimidation, harassment, and/or coercion, that involve or affect the School or that occur, or are likely to occur, on School property. Employees should report any act or threat of violence immediately to the **Assistant Dean of Student Services**. Employees who violate this policy may be disciplined or dismissed.

(e) Open Door Policy

The School wishes to provide the most positive and productive work environment possible. To that end, it has an open door policy where it welcomes questions, suggestions or complaints relating to the job, conditions of employment, the School or the treatment employees are receiving. Other than in situations involving harassment (as outlined and described above), employees should contact their **direct report, Dean of Academics, or Assistant Dean of Student Services** with questions or concerns. If the situation is not resolved to the employee's satisfaction, they may also contact **Human Resources**, preferably in writing, who may further investigate the issue.

(f) Drug and Alcohol-Free Workplace

It is the School's policy to maintain a drug and alcohol-free workplace. No employee may use, possess, offer for sale or be under the influence of any unauthorized controlled substance, illegal drugs or alcohol during working hours, including lunch and break periods, in the presence of pupils or on School property at any time or on field trips at any time.

Engaging in any of the activities above shall be considered a violation of School policy and the violator will be subject to discipline, up to and including termination. The School complies with all federal and state laws and regulations regarding drug use while on the job.

The School may conduct unannounced searches of School property from time to time for alcohol, illegal drugs, drug paraphernalia and/or unauthorized controlled substances, or to ensure compliance with any other School-related policy. This includes desks, storage areas, and rooms normally used to store employees' personal property. Employees are expected to keep all prescribed medicine in its original container, which should identify the drug, date of prescription and the prescribing doctor.

The School may require a test by intoxilator, blood test, urinalysis, medical examination, or other drug/alcohol screening of those persons whom the School reasonably suspects of using, possessing, or being under the influence of a drug or alcohol. Such testing will be conducted if two or more supervisors, employees, or medical personnel observe an employee acting in such a manner to raise suspicion that the employee is under the influence of a drug or alcohol or is acting in such manner that they may harm themselves or another employee.

Any refusal to submit to such testing will be considered a positive screen. An employee's consent to submit to such a test is required as a condition of employment, and an employee's refusal to consent may result in disciplinary action, including termination for a first refusal or any subsequent refusal. The School shall determine the manner in which such testing is conducted with the goal being to ensure that the test results are accurate.

Such a test may be required of employees involved in any work-related accident or unsafe practice where the safety of the employee or other employees was jeopardized. Periodic retesting may also be required following positive test results or after any violation of this policy or rehabilitation.

(g) Smoking

All School buildings and facilities are non-smoking facilities. Smoking includes the use of an electronic smoking device that creates an aerosol or vapor, in any manner or in any form, or the use of any oral

smoking device for the purpose of circumventing the prohibition of smoking.

(h) Health, Safety and Security Policies

The School is committed to providing and maintaining a healthy and safe work environment for all employees. Accordingly, the School has instituted an Injury and Illness Prevention Program designed to protect the health and safety of all personnel. The School maintains an Injury and Illness Prevention Program, which is kept by **Encore's Risk Manager** and is available for review.

Employees are required to know and comply with the School's general safety rules and to follow safe and healthy work practices at all times. Employees are required to immediately report to their supervisor any potential health or safety hazards and all injuries or accidents.

In compliance with Proposition 65, the School will inform all employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

The School has also developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances, exits and service areas. Report any suspicious persons or activities to security personnel or to a supervisor. Secure desks or offices at the end of the day. When called away from the work area for an extended length of time, employees must not leave valuable or personal articles around their workstation that may be accessible. Employees should immediately notify their supervisor when keys are missing or if security access codes, identification materials, or passes have been breached. The security of the facilities, as well as the welfare of employees, depends upon the alertness and sensitivity of every individual.

(i) Company Property Inspections

The School is committed to providing a work environment that is safe and free of illegal drugs, alcohol, firearms, explosives and other improper materials. Additionally, the School provides property and facilities to its employees to carry out business on behalf of the School. Accordingly, employees do not have a reasonable expectation of privacy when using any School property or facilities. In accordance with these policies, all School facilities and property, including all items contained therein, may be inspected by the School at any time, with or without prior notice to the employee. School property includes all desks, storage areas, workstations, lockers, file cabinets, computers, telephone systems, email systems and other school provided storage devices.

The School also reserves the right to inspect any vehicle, its trunk, glove compartment or any container therein that is parked on the School property or premises. The School reserves the right to deny entry to any person who refuses to cooperate with any inspections by the School. Any employee who fails to cooperate with inspections may be subject to disciplinary action, up to and including dismissal.

(j) Housekeeping

Employees are expected to keep their work areas clean and organized. This includes classrooms. Common areas such as lunchrooms and restrooms should be kept clean by those using them. Please clean up after meals and dispose of trash properly.

(k) Lactation Accommodation

The School 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.

The School will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such room/location shall not be a bathroom and shall have electricity. 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.

(l) Employees Who Are Required to Drive

Employees must be authorized by the School prior to driving for School purposes/business. When employees are required to drive their own vehicle on approved School business, they are required to show proof of a clean driving record from the Department of Motor Vehicles, a current/valid license and proof of current, effective insurance coverage to the **Director of Operations and Finance**. If the employee is transporting students and/or co-workers, the School may identify the required minimum insurance coverage necessary above limits required by law. If an employee's license is revoked or he/she fails to maintain personal auto insurance coverage, the School retains the right to transfer to an alternative position, suspend, or terminate that employee. Reimbursement rates for driving School approved business in private vehicles will be at the rate established by the Internal Revenue Service.

Pursuant to applicable law and safety standards, employees whose job responsibilities include regular or occasional driving and/or who are issued a cell phone for business use must refrain from using their phone while driving unless they are using a hands-free device. Thus, unless an employee is using a hands-free device in a safe-manner, he or she must safely pull off to the side of the road and safely stop the vehicle before placing, accepting, or continuing a call. Sending or reviewing text messages while driving is prohibited.

Employees whose job responsibilities do not specifically include driving as an essential function, but who use a cell phone for business purposes, whether issued by the School or not, are also expected to abide by the provisions above.

Any employee who fails to comply with this policy will be deemed to have engaged in grossly negligent conduct beyond the course and scope of his or her employment. The School will not be responsible for any driving infractions or fines and fees incurred by the employee while driving for the School.

Violations of this policy will be subject to disciplinary action, up to and including termination.

(m) Soliciting/Conducting Personal Business While on Duty

Employees are not permitted to conduct personal business or solicit personal business for any cause or organization while on-duty, or when the employee being solicited is supposed to be working. This prohibition includes distributing literature and other material. Distribution of materials is also against the School's policy if it interferes with access to facility premises, if it results in litter or is conducted in areas

where other employees are working. Personal business during non-work time, e.g., paid breaks, lunch periods or other such non-work periods, is permissible. Entry on the School premises by non-employees is not permitted, unless related to official School business. Solicitation or distribution of written materials by non-employees is strictly prohibited.

(n) Use of Company Communication Equipment and Technology

All School owned communications equipment and technology, including computers, electronic mail systems, voicemail systems, internet access, software, telephone systems, document transmission systems and handheld data processing systems remain the property of the School and are provided to the employee to carry out business on behalf of the School. Employees have no expectation of privacy in any communications made using School owned equipment and technology. Communications (including any attached message or data) made using School owned communications equipment and technology are subject to review, inspection and monitoring by the School.

Additionally, the School uses technology protection measures that protect against Internet access (by both minors and adults) to visual depictions that are obscene, pornographic and/or materials on the internet that are harmful to minors. These measures may include, but are not limited to, installing a blocking system to block specific internet sites, setting Internet browsers to block access to adult sites, using a filtering system that will filter all Internet traffic and report potential instances of misuse and using a spam filter.

Passwords used in connection with the School's communications equipment and technology are intended to restrict unauthorized use only, not to restrict access of authorized School employees. Therefore, employees are required to provide to the **IT Manager** all passwords used in connection with the School's communications equipment and technology any time the employee's passwords are created or change. In addition, employees are required to safeguard their passwords to limit unauthorized use of computers by minors in accordance with the Student Internet Use Policy and Agreement. Employees that do not safeguard their passwords from unauthorized student use, or that allow a student to access computers in violation of the Student Internet Use Policy and Agreement, will be subject to discipline, up to and including termination.

Employees must not use personal email accounts or devices for school business without advance permission from the School. Any use of personal email for school business or text messages on the employee's personal cell phone may cause the School-related communications on the personal devices to be subject to disclosure under a Public Records Act request.

Email and internet use while on duty is for business purposes only. All employees using the internet through the School's communications equipment and technology must respect all copyright laws. Employees are not permitted to copy, retrieve, modify or forward copyrighted materials unless authorized by law or with express written permission of the owner of the copyright. Employees are not permitted to use the School's communications equipment and technology to view visual images that are obscene, child pornography and/or images harmful to minors.

The email system and internet access is not to be used in any way that may be disruptive, harassing or offensive to others, illegal or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets or anything else that may be construed as harassment or disparagement of others based on their status in a protected class or political beliefs may not be displayed or transmitted. The email system and internet access is not to be used in any manner that is against the policies of the School,

contrary to the best interest of the School or for personal gain or profit of the employee against the interests of the School. Employees must not use the School's communications equipment and technology for the unauthorized disclosure, use or dissemination of personal information of students.

Employees should not attempt to gain access to another employee's email files or voicemail messages without the latter's express permission. Each employee is responsible for the content of the messages sent out using his/her School issued equipment. It is strictly prohibited to use another employee's computer to send messages to create the appearance that they are from that employee, unless that employee expressly authorizes such use.

(o) Employee Blogs and Social Media

If an employee decides to keep a personal blog, or use other social media, that discusses any aspect of his/her workplace activities, the following restrictions apply:

- The account cannot appear to be on behalf of the School, discuss any personally identifiable student information, or otherwise use unprofessional, inappropriate, offensive, derogatory, or unlawful language/subjects or appear to associate the School with such harmful materials. While employees are free to express their personal viewpoints on social media, no employee will be permitted to cause a disruption at the School with their social media conduct.
- School equipment, including its computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be adhered to;
- Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf, unless authorized in writing by the **Executive Director/CEO**.
- Employees are not authorized to publish any proprietary, financial marketing, strategic or other confidential business information belonging to the School that is clearly defined and does not relate to terms and conditions of employment;
- Employees are prohibited from making racist, sexist or otherwise discriminatory comments and/or that would create a hostile work environment;
- Employees must comply with all School policies, including, but not limited to, rules against sexual harassment, unlawful harassment, discrimination and retaliation;
- Employees should not make threats of violence or remarks that are obscene, malicious or bullying with relation to the School, students, co-workers, supervisors, parents and/or other School associated persons or entities;
- Employees should not spread rumors or other disparaging statements about the School, co-workers, students, supervisors, parents and/or other School associated persons that the employee knows to be false;
- Nothing in this Handbook is intended to limit an employee's ability to discuss wages, hours, terms and conditions of employment or to their right to self-organize or join labor organizations or any other protected activities.

The School reserves the right to take disciplinary action against any employee whose social media

activities violate this or other School policies.

(p) Participation in Recreational or Social Activities

Employees may participate in non-work community activities sponsored or supported by the School. Participation in such activities is strictly voluntary. As such, employees have no obligation to participate in recreational or social activities and no employee has work-related duties requiring such participation. An employee's participation in social and recreational activities is on an unpaid volunteer basis at the employee's own risk and the School disclaims any and all liability arising out of the employee's participation in these activities.

(q) Personnel Files and Record Keeping Protocols

A personnel file is established for each employee at the start of employment. Employees must keep **Human Resources** advised of changes that should be reflected in a personnel file, such as a change in name, address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact the employee should the change affect their pay/withholdings, eligibility for benefits, or other records.

Employees have the right to inspect their personnel file and/or receive copies of the records, as provided by law. Employees may inspect the file in the presence of a School representative, at a mutually convenient time. A request for inspection or copying of information contained in the personnel file should be directed to **Human Resources, 760-949-2036**.

The School will restrict disclosure of an employee's personnel file to authorized individuals within the School with a business need to access the files only. Only the **Executive Director/CEO** is authorized to release information about current or former employees to third parties. The School will cooperate with subpoenas and court orders from law enforcement, local, state or federal agencies, and third parties as legally required.

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.

Section 1.04 Hours of Work, Overtime and Attendance

(a) Work Hours and Schedules

The School's normal working hours for teachers and instructors are from **7:30 am to 3:30 pm**, Monday through Friday. The work schedule for full-time nonexempt employees is normally forty (40) hours per week. Encore has numerous activities that take place outside of the normal school day. A supervisor will assign the employee their specific work schedule.

(b) Overtime

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. Encore will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Executive Director/CEO, Principal, or Director of Operations and Finance. Encore provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

For employees 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.

(c) Work Breaks

Nonexempt employees working at least five (5) hours are provided with an unpaid 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. An employee may waive this meal period if the day's work will be completed in no more than six (6) hours, provided the employee and Encore mutually consent to the waiver in writing.

Nonexempt employees are also provided with a paid ten (10) minute rest period for every four (4) hours worked, or major fraction thereof. The rest period should be scheduled towards the middle of the four (4) hour work period as practicable. Employees are prohibited from combining meal and rest period time.

An employee's supervisor must be aware of and approve scheduled meal and rest periods. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.

(d) Pay Days

Employees are paid twice monthly. For all employees, payday is scheduled on the **10th** for work performed between the first and the fifteenth and on the **25th** for work performed between the sixteenth and the end of the month. Each paycheck will include earnings for all reported work performed through the end of the payroll period. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive their pay on the next day of work after the day(s) off.

Employees should promptly notify **Human Resources** if they have a question regarding their paycheck. If there is a need for correction, any corrections will be noted and will appear on the following payroll.

(e) Payroll Withholdings

The School is required by law to 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 amount varies with the number of exemptions the employee claims and the gross pay amount.
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.

Employees may also have deductions made to their paychecks when a wage overpayment occurs. 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 the employee's paycheck is explained on the check voucher. If the employee does not understand a deduction, they are instructed to ask Human Resources to explain it.

Employees may change the number of withholding allowances for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to **the Director of Operations and Finance**. The School's business office maintains a supply of these forms.

All Federal, State and Social Security taxes will be automatically deducted from paychecks. The Federal Withholding Tax deduction is determined by the employee's W-4 form, which should be completed upon

hire. It is the employee’s responsibility to report any changes in filing status to the Director of Operations and Finance is also the employee’s responsibility to fill out a new W-4 form if his/her filing status changes.

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.

The School offers programs and benefits beyond those required by law. Employees who wish to participate in these programs may voluntarily authorize deductions form their paychecks.

Wage Attachments and Garnishments

Under normal circumstances, the School will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require the School, by law, to withhold part of an employee’s earnings in their favor.

Employees are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented a second garnishment request concerning an employee, the Principal will discuss the situation with the employee.

(f) Attendance Policy

Employees are expected to adhere to regular attendance and to be punctual. If it is necessary to be absent or late, employees are expected to communicate with their direct reports listed below. We ask that all staff follow email their direct supervisor and copy timeoff@encorehighschool.com when requesting PTO or sick time, arriving late, leaving early, or requesting overtime.

Staff Groups	Reports to
<ul style="list-style-type: none"> • Teachers (Core, Arts, RSP) • Instructional Aides/Sped Aides • School Psychologist 	<p>Principal St. Claire Adriaan</p>
<ul style="list-style-type: none"> • Counselors 	<p>Head Counselor Esther Haskins</p>
<ul style="list-style-type: none"> • Support Staff • Kitchen Staff 	<p>Director of Operations & Finance Liza Contreras</p>
<ul style="list-style-type: none"> • Campus Aides • Theater Tech 	<p>Facilities Director Joe Griffin</p>
<ul style="list-style-type: none"> • Information Technology (IT) 	<p>Executive Manager of IT</p>

	Jim Barkdull
Management <ul style="list-style-type: none"> • Principal • Director of Operations & Finance • Facilities Director • Executive Manager of IT • Assistant Dean of Activities & Enrollment • Assistant Dean of Student Services 	Executive Director Sabrina Bow

If it is not possible to arrange an absence or tardiness in advance, the employee must notify their direct report above, no later than one-half hour before the start of the workday. Teachers and instructors are also requested to contact the receptionist to ensure a qualified substitute is available for coverage. For absences from work longer than one day, employees are expected to keep their direct report and human resources sufficiently informed of the situation.

Excessive absenteeism and tardiness will not be tolerated and will lead to disciplinary action, up to and including termination. An absence or tardiness without notification to their direct report will lead to disciplinary action, up to and including termination.

If an employee fails to report their absence for three (3) or more consecutive work days, the School will presume that the employee has voluntarily terminated their work position with the School.

(g) Time Records

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

Nonexempt employees must accurately clock in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The timecard indicates when the employee arrived and when the employee departed. All nonexempt employees must clock in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to the school premises during the workday.

Nonexempt 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 contact the Manager to make the correction and such correction must be approved by both the employee and the Manager. Encore uses electronic time keeping system. If a timecard is not submitted by the employee, the employer will print a time sheet that the employee and manager must sign.

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 record hours worked on another's worksheet. Any employee who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with the School.

(h) Mandatory Training and Meetings

The School will pay nonexempt employees for attendance at mandatory trainings, lectures and meetings outside of regular working hours only, but not voluntary trainings, lectures and meetings, which occur in the following circumstances:

1. The employee's present working conditions or continuation of employment is not adversely affected by nonattendance and the employee was not directed to attend by a supervisor;
2. The course, meeting or lecture is not directly related to the employee's job, meaning it is not designed to improve their job performance (as distinguished from training the employee for another job or to a new or additional skill), and the employee was not directed to attend by a supervisor; or
3. The employee does not perform any productive work during such attendance, and the employee was not directed to attend by a supervisor.

All mandatory trainings, lectures and meetings will be identified as such. If an employee is unsure about the characterization of an offered training, lecture or meeting, they should contact their direct report attending.

All nonexempt employees must accurately reflect attendance at all mandatory trainings, lectures and meetings outside of regular working hours on their time records.

Section 1.05 Standards of Conduct

(a) Personal Appearance

Employees are expected to appear professional and neat in clothes that are appropriate and clean while on duty. Employees are expected to appear well groomed and appear within professionally accepted standards suitable for the employee's position and must at all time wear shoes. The employee's direct supervisor will inform them of any other specific dress code/uniform requirements for the position.

As a general rule, all staff members must be dressed a "step above" the average student dress on campus. All dress code rules for students apply to staff, family, vendors, and anyone else that may visit the campus.

(b) Student Safety

In accordance with the School's policies providing student safety, including those covering anti-harassment, anti-discrimination, anti-intimidation and anti-bullying, each employee is expected to assist in maintaining a student safe environment. Thus, each employee is required to take immediate steps to intervene when it is safe to do so if the employee witnesses an act of discrimination, harassment, intimidation or bullying of a student. The employee is also required to report such actions to the

Assistant Dean of Student Services as soon as practicable.

(c) Prohibited Conduct

The School expects that all employees will conduct themselves in a professional and courteous manner while on duty. Employees engaging in misconduct will be subject to disciplinary action up to and including termination of employment. The following is a list of conduct that is prohibited by the School. This list is not exhaustive and is intended only to provide you with examples of the type of conduct that will not be tolerated by the School. The specification of this list of conduct in no way alters the at-will employment relationship the employee has with the School.

- Unexcused absence and/or lack of punctuality
- Unprofessional conduct
- Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities
- Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks
- Release of confidential information without authorization
- Possession of or reporting to work while under the influence of alcohol or illegal drugs and controlled substances
- Theft or embezzlement
- Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property
- Conviction of a crime making the employee unfit for the position
- Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and timecards
- Fighting or instigating a fight on School premises, or any willful act that endangers the safety, health, or wellbeing of another individual, including horseplay
- Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees
- Any conduct that has gained sufficient notoriety so as to impair his/her on-campus relationships
- Any act of sufficient magnitude to cause disruption of work or gross discredit to the school
- Misuse of School property or funds
- Possession of firearms, or any other dangerous weapon, while acting within the course of your employment with the School
- Acts of discrimination or illegal harassment based on gender, ethnicity or any other basis protected by state or federal law
- Failure to comply with the School's safety procedures
- Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority
- Failure to follow any known policy or procedure of the School or gross negligence that results in a loss to the School
- Violations of federal, state or local laws affecting the organization or your employment with the

organization

- Unacceptable job performance
- Dishonesty
- Immoral or indecent conduct
- Failure to keep a required license, certification or permit current and in good standing
- Failure to report a job-related accident to the employee’s manager or failure to take or follow prescribed tests, procedures or treatment
- Recording the work time of any other employee, or allowing any other employee to record time on your time record or falsifying any time record
- Unreported absence of any three consecutively scheduled workdays
- Unauthorized use of School equipment, materials, time or property
- Working unauthorized overtime or refusing to work assigned overtime
- Abuse of sick leave
- Sleeping or malingering on the job
- Refusal to speak to supervisors or other employees

(d) Confidential Information

All information relating to students, including 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. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

(e) Conflict of Interest

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or situations that he or she believes may constitute a conflict of interest, should immediately and fully disclose the relevant circumstances to his or her immediate supervisor, or any other appropriate supervisor, 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 related to a potential or actual conflict of interest shall constitute grounds for disciplinary action. Employees shall not be financially interested in any financial transactions by the School where the employee was involved in the decision-making on behalf of the School, unless the conflict or potential conflict is first disclosed to the Board.

(f) Off-Duty Conduct

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School’s legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School’s legitimate business interests or the employee’s ability to perform his or her work will not be tolerated.

(g) Outside Employment and Outside Business Ownership

Employees are required to inform the School, and receive approval, before accepting any employment

or consulting relationship with another person or entity that may impact or affect the employee's employment with the School. While the School does not uniformly prohibit outside employment, employees will not be permitted to accept outside work that is competitive with the School where the employee would have a conflict of interest or that interferes with the employee's work for the School.

Employees should not accept any employment or consulting relationship with another person or entity while employed by the School that would interfere with their ability to satisfactorily perform their job duties. Employees should not accept additional employment that requires the employee to conduct work or related activities on the School's property during the School's working hours or using the school's facilities and/or equipment. The School holds all employees to the same standards of performance and scheduling demands and will not make any exceptions for employees who also hold outside jobs.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. The School shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

In accordance with the Political Reform Act, individuals holding designated positions shall file their statements of economic interests with the School, which will make the statements available for public inspection and reproduction (Gov. Code Sec. 81008.) All statements will be retained by the School.

Upon receipt of the statements for the members of the Board, Alternates, Executive Director/CEO, COO, Executive Director, Executive Manager, Administrative Counselor, and Psychologist, the School shall make and retain copies and forward the originals to Human Resources. All other statements will be retained by the School.

(h) Expense Reimbursements

The School will reimburse employees for all actual and necessary expenses incurred in the furtherance of School business. In order to be eligible for reimbursement, employees must follow the protocol set forth in the School's policy regarding expenditures, a copy of which may be obtained from the **Director of Operations and Finance**. In general, all expenses must have been previously approved in writing by **Executive Director/CEO**. All reimbursement forms must be complete and submitted to **Director of Operations and Finance**

Section 1.06 Employee Benefits

(a) Holidays

Encore Education Corporation observes paid holidays during the school year for classified staff. Refer to your calendar for holidays that are paid in the school year.

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. However, Encore Education Corporation may close on another day or grant

compensating time off instead of closing. Holiday observance will be announced in advance.

Each regular non-exempt classified employee's eligibility for holiday pay begins after completion of his or her introductory period. To be eligible for holiday pay, you must be regularly scheduled to work on the day on which the holiday is observed and must work your regularly scheduled working days immediately preceding and immediately following the holiday, unless a paid absence on either day is approved in advance by your supervisor. If you are required to work on a paid scheduled holiday, you will receive straight time for hours worked and holiday pay for the holiday itself.

(b) Sick Leave

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, the School 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., one who is related to the employee by blood or whose association with the employee is the equivalent of a family relationship) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Paid sick leave is available to all School employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment. Employees are frontloaded with twenty-four (24) hours of paid sick leave at the beginning of each work year. Full-time and part-time employees continue to accrue paid sick leave on a proportional basis over the remainder of the school year until reaching an equivalent of forty eight (48) hours at which point, accrual stops. On-Call and Daily employees do not accrue additional sick leave beyond the twenty four (24) hours initially frontloaded. Unused paid sick leave does carry over from year to year.

New employees may not use paid sick leave in the first ninety (90) days of employment.

If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notification. If the need is unforeseeable, the employee must provide notice of the need for the leave as soon as practicable. Employees must contact **the Director of Operations and Finance** to schedule or report the need for paid sick leave.

Accrued and unused sick leave is not paid out upon termination, resignation, retirement, or other separation from employment. The School will provide employees with written notice setting forth the amount of paid sick leave available.

If an employee is absent longer than three (3) days due to illness, medical evidence of their illness and/or medical certification of their fitness to return to work satisfactory to the School may be required. The School will not tolerate abuse or misuse of the sick leave privilege. If the School suspects abuse of sick leave, the School may require a medical certification from an employee verifying the employee's absence.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by the School.

(c) Insurance Benefits

(i) Health Insurance

Employees who work thirty (30) or more hours per week are eligible to participate in the School sponsored group health insurance plan as set forth in the Summary Plan Description (“SPD”). The School will cover the employer portion, the amount of which is based on the employee’s employment status. The employer portion is subject to the following monthly and annual limits:

- For Full Time Executive and Administrative employees, the School will provide up to \$15,000.00 per year prorated on a monthly basis.
- For Full Time Certificated Teaching employees, the School will provide up to \$12,000.00 per year prorated on a monthly basis.
- For Full Time Certificated Teaching employees with 7 years plus service with EHS, the School will provide up to \$14,000.00 per year prorated on a monthly basis.
- For Full Time Non Certificated non-teaching employees, the School will provide up to \$10,000.00 per year prorated on a monthly basis.
- For Part Time Non Certificated non-teaching employees working 30-39 hours a week, the School will provide up to \$7,000.00 per year prorated on a monthly basis.

This contribution can only be used for participation in the employer sponsored group plan. Unused contributions are not available to cash out or transfer to another insurance plan. The employee will be responsible for premium costs in excess of the employer portion. The employee portion of monthly premiums will be deducted from the employee’s paycheck.

If medical insurance premium rates increase, employees may be required to contribute to the cost of increased premiums to retain coverage. Employees may become ineligible for participation in the School’s health insurance plan based on a reduction of work hours and certain kinds of unpaid leave.

The School maintains a ninety (90) day waiting period before employees may be eligible for enrollment in the School’s health insurance plan. Eligible employees may be automatically enrolled following the first day after the ninety (90) day waiting period.

COBRA Benefits

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 him or her 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.

The School 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, divorced or legally separated, dies, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. The School 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;
- The School 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.

(ii) State Disability Insurance

All employees are enrolled in and pay into California State Disability Insurance (SDI), which is a partial wage-replacement insurance plan for California workers. Employees may be eligible for SDI during a

qualifying period of disability, as set by the state. SDI is not provided or approved by the School. While the School can assist employees with information on SDI, eligibility determinations and payments are made by the state.

(iii) Paid Family Leave

Employees may be eligible for Paid Family Leave (“PFL”) wage replacement benefits from the state for up to eight (8) weeks for a qualifying FMLA or CFRA absence, such as for the care of a seriously ill family member or to bond with a new child within one (1) year of the child’s birth or placement with the employee in connection with foster care or adoption. While the School can assist employees with information on PFL, eligibility determinations and payments are made by the state.

(iv) Workers’ Compensations Insurance

Encore, 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, employees will need to:

- Immediately report any work-related injury to the Executive Director, Director of Operations and Finance, or the Principal;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee’s Claim Form (DWC Form 1) and return it to the Principal; 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. The School, 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 systems (“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 the Principal 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 must 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.

(d) Unpaid Leaves of Absence

Under certain circumstances, the School may grant unpaid leaves of absence to employees. Employees must submit requests for leaves of absence in writing to **Human Resources** as far in advance as is practicable. While on leave, employees should occasionally keep in contact with **Human Resources** and must notify **Human Resources** if the date to return to work changes. If an employee's leave expires and fails to return to work without contacting **Human Resources**, it will be presumed that the employee abandoned his/her position with the School and employment may be terminated. If an employee is unable or unwilling to return to work at the expiration of his/her leave of absence, his/her employment may be terminated.

This Handbook summarizes leave that may be available to employees. Most leave policies have differing requirements for eligibility, duration, benefits, etc. Therefore, employees should contact **Human Resources** to request specific information relating to a particular leave policy.

While out on a paid leave of absence, employees may not accept employment with another company or person unless agreed to in advance in writing by the School's Board. Acceptance of employment in violation of this policy will be considered an abandonment of the employee's position with the School, and employment may be terminated. Employees shall not apply for unemployment compensation insurance while out on leave.

Encore recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the School may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by the School.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

During a Family and Medical Leave Act, California Family Rights Act leave, and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force, provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused vacation pay, provided that the vacation pay was earned prior to the commencement of leave. No vacation time is accrued during any type of unpaid leave of absence.

(i) 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/CFRA 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 FMLA 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 School must only have at least 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 his or her 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.

4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces servicemember with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of 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 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 any one, 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/CFRA leave during a twelve (12) month period to care for the servicemember.
 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 or 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 or 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 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.

Encore 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/CFRA 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 health care provider. Failure to submit required recertifications can result in termination of the leave.
- Procedures for Requesting and Scheduling FMLA/CFRA Leave
 1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the Principal. 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 member, 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 he or she 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.

(ii) Pregnancy Disability Leave

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

- 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 job without undue risk to herself, the successful completion of her

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 months total. "Four months" means the number of days the employee would normally work within four 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 $\frac{1}{3}$ 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 $\frac{1}{3}$ 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 $\frac{1}{3}$ 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. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.
2. The receipt of vacation pay, sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.
3. Vacation and sick 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

Encore 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. Encore 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 will return with the same seniority she had when the leave commenced.

- Medical Certifications

1. An employee requesting a pregnancy disability leave must provide medical certification from her 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 the Principal. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
2. 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 he or she 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 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 Encore 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 healthcare provider that she is 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.

(iii) Organ Donation and Bone Marrow Donation

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 twelve (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 he or she 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, may be paid provided the employee first 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.

(iv) Funeral/Bereavement 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 bereavement leave due to the death of a covered family member. Employees are entitled to up to three (3) days of pay during bereavement leave. For purposes of this policy, an employee’s immediate family member includes a current spouse, parent, parent-in-law, legal guardian, sibling, child, sibling of the employee’s spouse or domestic partner, grandparent, grandchild, or domestic partner.

If any employee requires more than **three (3)** workdays off for bereavement leave, the employee may request additional unpaid leave or may request the opportunity to use any accrued personal time, which may be granted in the discretion of the School.

(v) Military and Military Spouse Leave of Absence

Encore shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services 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.

Except for employees serving in the National Guard, Encore 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 he or she left a full-time position, the employee must apply for reemployment

within forty (40) days of being released from active duty, and if he or she 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 his or her covered service obligation under the USERRA or California law shall be credited, upon his or her 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.

The School 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 (2) 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.

(vi) Drug and Alcohol Rehabilitation Leave

The School will reasonably accommodate an employee who voluntarily enters and participates in an alcohol or drug rehabilitation program, including potentially providing unpaid leave to participate in the program. The School will not pay for the costs incurred in attending a rehabilitation program. An employee who wishes to identify him or herself as an individual in need of the assistance of an alcohol or drug rehabilitation program may contact **Human Resources**. The School will take all reasonable steps necessary to maintain the employee's privacy in this situation. The employee may use accrued sick leave or accrued vacation time, if any, during the requested leave.

An employee will not be subject to any discipline or retaliation for voluntarily enrolling in a drug and alcohol rehabilitation program. Employees who violate the School's drugs and alcohol policy will not be protected from discipline or dismissal by attempting to take leave under this policy.

(vii) Time off for Adult Literacy Programs

The School will reasonably accommodate and assist any employee who reveals a problem of illiteracy and requests employer assistance in enrolling in an adult literacy education program. Employees will be required to bear the cost associated with enrollment in an adult literacy education program, but the School will assist the employee by providing the locations of local literacy education programs. The School may also arrange for a literacy education provider to visit the School.

An employee who wishes to reveal a problem of illiteracy and requests School assistance should contact **Human Resources**. The School will take all reasonable steps to safeguard the employee's privacy. Employees may use accrued vacation pay if available to make up for the work that is missed to attend literacy classes.

(viii) School Appearance and Activities Leave

As required by law, the School 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 Encore, the employee that 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.

(ix) Jury and Witness Duty

For all exempt employees, the School will pay for time off if an employee is called to serve on a jury provided the employee continues to perform work duties as assigned. The School will provide nonexempt employees unpaid leave to serve on a jury or grand jury as required by law. The School will also provide employees unpaid leave to appear in court or other judicial proceeding as a witness, as permitted by law, to comply with a valid subpoena or other court order. Please notify **your direct report** of your commitment to serve on a jury or as a witness as far in advance as possible.

(x) Victims of Abuse Leave

The School 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 the School 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 the Encore 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 employees 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, Encore 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 Principal.

(xi) Victims of Crime Leave

An Employee who is a victim of certain crimes (violent felonies, felony thefts and serious felonies as defined by law) or is an immediate family member of a victim, is a registered domestic partner of a victim or the child of a registered domestic partner of a victim will be given time off as necessary in accordance with the law. Employees may be required to provide reasonable advanced notice of the need for time off if feasible and documentation establishing the right to such time off may be requested. The School will take all reasonable steps to maintain the confidentiality of any employee requesting crime victim leave. Please notify **Human Resources and your direct report** of your need for time off as far in advance as possible. As applicable, an employee may use accrued vacation leave or sick leave for crime victim leave purposes.

(xii) Volunteer Firefighters, Reserve Peace Officers or Emergency Rescue Personnel Leave

Employees who perform emergency duties as volunteer firefighters, reserve peace officers or emergency rescue personnel will be given time off as necessary in accordance with the law. Employees are requested to alert **Human Resources and your direct report** of their status as volunteer firefighters, reserve peace officers or emergency rescue personnel so that the School will have advanced notice of the employee's potential need to leave the School in the event of an emergency. Any time an employee must perform emergency duties, he/she must notify **Human Resources and your direct report** before leaving the School's premises.

Employees who perform duties as a volunteer firefighter are entitled to a temporary leave of absence not to exceed an aggregate of fourteen (14) days per calendar year for the purpose of engaging in fire or law enforcement training. Employees must provide **Human Resources and your direct report** with advanced notice of any training.

(xiii) Voting Leave

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time 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. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the School at least two (2) days' notice. Employees may

take unpaid leave to serve as an election official on voting day with prior advanced notice to the School.

(xiv) Paid Personal Leave

New employees may not use paid personal leave in the first ninety (90) days of employment.

Full-time employees will accrue four (4) days of personal leave per year. Personal leave does not accrue past the maximum of ten (10) days. Once this cap is reached, no further personal leave will accrue. There is no retroactive grant of personal leave for the period of time the accrued personal leave was at the cap.

Personal leave days must be coordinated and cleared with the employee's supervisor in advance. The School's needs and schedule will determine permissible personal leave days.

Exempt employees must take personal leave in four (4) hour increments. Personal leave may not be utilized before it is earned. An employee whose employment terminates will be paid for accrued unused personal leave days on a pro rata basis.

(xv) Returning From Leave of Absence

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Director thirty (30) days' notice before returning from leave. Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If employees need further information regarding Leaves of Absence, they should be sure to consult the **Executive Director/CEO**.

Section 1.07 Employment Evaluation and Separation

(a) Employee Reviews and Evaluations

Each employee will receive periodic performance reviews conducted by their direct supervisor. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties or recurring performance problems.

Performance evaluations may review factors such as the quality and quantity of the employee's work, their knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for improvement and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions or job retention. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, employees are required to sign the evaluation report simply to acknowledge receipt and review.

(b) Discipline and Termination

Consistent with the at-will nature of employment, either the employee or the School may terminate the employment relationship at any time, with or without prior notice and with or without cause.

Violation of the School's policies and rules may warrant disciplinary action, which may take multiple forms, including verbal warnings, written warnings, suspensions or termination. The School's disciplinary system is informal and the School may, in its sole discretion, utilize any form of discipline it deems appropriate under the circumstances, up to and including termination of employment upon a first offense. Nothing in this section is intended to alter the at-will nature of employment.

(c) Resignation

While it is not required, the School requests that employees electing to resign to give as much advance notice as possible (preferably two weeks) to allow the School to plan for the employee's departure.

An exit interview will normally be scheduled on the last day of work with **Human Resources** and a member of the **Administrative Team**. The purposes of the exit interview is to review eligibility for benefit conversion, to ensure that all necessary forms are completed, to collect any company property (including keys, equipment, documents and records) that may be in the employee's possession, to review the employee's obligations regarding confidential information, and to provide the employee with the opportunity to make any constructive comments and suggestions on improving the working environment at the School. The School appreciates receiving candid opinions of the employee's employment. Final pay, including pay for any earned but unused vacation time, will be provided in accordance with state law.

(d) References

All requests for references and employment verifications must be promptly directed to **Human Resources**. When contacted for a reference or employment verification, the School will only provide information concerning dates of employment and the title of the last position held. Other employees

may not provide any employment verifications or act as a reference for any other employees.

(e) Arbitration

Employees may resolve their disputes against the School in arbitration as described in the arbitration section of the School's employment agreement.

Section 1.08 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 Principal or 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 Principal or designee:

1. The complainant will bring the matter to the attention of the Principal 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 his or her complaint to writing, indicating all known and relevant facts. The Principal or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the Principal, the complainant may file his or her complaint in a signed writing to the President 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 President or investigator will report his or her 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 Principal or Board President (if the complaint concerns the Principal) 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, Principal (or designee) shall abide by the following process:

1. The Principal or designee shall use his or her 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 Principal (or designee) finds that a complaint against an employee is valid, the Principal (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Principal (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The Principal'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 Principal) or the Principal 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

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 Principal or Board President.

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.

Encore 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.

Signature of Complainant

Date: _____

Print Name

Received by: _____

Date: _____

APPENDIX B Internal Complaint Form

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.

Signature of Complainant: _____ Date: _____

Print Name: _____

To be completed by School:

Received by: _____

Date: _____

Coversheet

Notice of Intent to Employ Under a Provisional Internship Permit (PIP)

Section: IV. Operations and Human Resources
Item: C. Notice of Intent to Employ Under a Provisional Internship Permit (PIP)
Purpose: Vote
Submitted by: Sabrina Bow
Related Material: Notice of Intent to Employ Under a Provisional Internship Permit (S. Hitselberger).pdf

BACKGROUND:

The **Provisional Internship Permit (PIP)** was created in response to the phasing out of emergency permits and became effective on July 1, 2005. It allows an employing agency to fill an immediate staffing need by hiring an individual who has not yet met the subject matter competence requirement needed to enter an intern program. Prior to requesting a PIP, the employing agency must verify that a diligent search has been made, and a fully-credentialed teacher cannot be found.

The PIP is only available at the request of an employing agency. Individuals may not apply directly to the Commission for this document. Holders of the PIP are restricted to service with the employing agency requesting the permit. An employing agency is defined as a California public school district, county office of education, nonpublic, nonsectarian school and agency as defined in Education Code sections 56365 and 56366, charter school, or statewide agency.

The PIP is available in the areas of Multiple Subject, Single Subject, and Education Specialist. Individuals who were issued four or fewer Long-Term Emergency Permits may be issued the PIP as long as the employer requirements have been met. Individuals who were issued five Long-Term Emergency Permits do not qualify for the PIP.

RECOMMENDATION:


Staff recommends that the Board approve the Notice of Intent to hire Sue Hitselberger under a Provisional Internship Permit (PIP) for the Biology position.



MEMORANDUM

DATE: January 30, 2023

TO: Board of Directors

FROM: Sabrina Bow, Executive Director 

SUBJECT: Notice of Intent to Employ under a Provisional Internship Permit (PIP)

This Notice of Intent to Employ under a Provisional Internship Permit is hereby given to the Encore Education Corporation Board of Directors based on the following considerations:

1. As a public charter school, Encore (“the School”) offers courses that enable students to meet the UC/CSU A-G requirements.
2. Biology is a course that fulfills, in part, the “D” requirement for laboratory science.
3. The School’s most recent biology teacher abruptly resigned in early January.
4. The School wishes to hire a permanent teacher to fill the biology vacancy.
5. The School’s search to fill the biology vacancy has been unsuccessful due to the national teacher shortage.
6. The School has identified a candidate Sue Hitselberger, who meets the criteria to teach biology/biological sciences under a Provisional Internship Permit issued by the California Commission on Teacher Credentialing.

The School’s administration will be taking the appropriate steps to work with the candidate to submit the PIP application as soon as possible, and upon board approval of this Notice.

Notice of Intent to Employ Under a Provisional Internship Permit (S. Hitselberger)