



## Peak Prep Pleasant Valley

### Board Meeting Agenda—Special Board Meeting June 27th, 2022 9am

#### Teleconference Locations:

In accordance with Government Code Section 54953(e)(1)(B), if the Charter School Board of Directors determines, that meeting in person would present imminent risks to the health or safety of attendees and in pursuant to Government Code Section 54953(e)(3), the Board has also reconsidered the circumstances of the State of Emergency declared by the Governor on March 4, 2020, and finds the State of Emergency continues to directly impact the ability of the Directors to meet safely in person and/or that State or local officials continue to impose or recommend measures to promote social distancing, the Charter school may hold public meetings via teleconferencing and make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body. Charter schools still need to comply with the timelines for posting agendas, including putting the agenda as a direct link on their website. The agenda must give notice of the means by which members of the public may observe and participate (e.g., conference call dial-in number, etc.). The agenda does not need to list the address from where each Board member will be calling in, agendas do not need to be posted at those locations, and the charter school does not need to make those locations accessible to the public or ensure that members of the public may address the body at those locations. A quorum of the Board does not need to participate from locations within the boundaries of the territory over which the charter school exercises jurisdiction. These changes only apply during the period in which state or local public health officials have imposed or recommended social distancing measures.

#### **Virtual/Zoom meeting.**

Topic: June Board Meeting

Time: Jun 27, 2022 09:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

[https://us02web.zoom.us/j/81660638634?pwd=YtDmu4n\\_nfUFn9ckwiQNBIDMg\\_q.vi.1](https://us02web.zoom.us/j/81660638634?pwd=YtDmu4n_nfUFn9ckwiQNBIDMg_q.vi.1)

**Meeting ID: 816 6063 8634**

**Passcode: PeakPrep**

One tap mobile

+13017158592,,81660638634#,,,,\*16643694# US (Washington DC)

+13126266799,,81660638634#,,,,\*16643694# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

**Meeting ID: 816 6063 8634**

**Passcode: 16643694**

Find your local number: <https://us02web.zoom.us/j/khsj9SFsa>

This legislative body conducts business under the meeting requirements of the Ralph M. Brown Act.

#### MEETING AGENDA & RELATED MATERIALS

Agendas for regular board meetings as defined by the Brown Act will be posted physically within the Charter School's jurisdiction, and on the legislative body's website 72 hours prior to the start of the meeting. Agendas for special meetings as defined by the Brown Act will be posted physically within the Charter School's jurisdiction, and on the legislative body's website 24 hours prior to the start of the meeting. Materials relating to an agenda topic that is a matter of public record in open session, will be made available for public.

#### THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

#### REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

#### REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting may request assistance by contact Superintendent, Dr. Shalen Bishop at [Shalen.Bishop@peak-prep.org](mailto:Shalen.Bishop@peak-prep.org)

#### FOR MORE INFORMATION

For more information concerning this agenda or for materials relating to this meeting, please contact the Head of School's Office: Dr. Shalen Bishop at [Shalen.Bishop@peak-prep.org](mailto:Shalen.Bishop@peak-prep.org).

## **I. PRELIMINARY MATTERS**

### ***A. Call to Order:***

Meeting was called to order by Board Director at: \_\_\_\_\_

### ***B. Roll Call***

Board Member	Present	Absent
Marlo Hartsuyker		
Natalie Adams		
Sandra Taylor		
Alana Miller		

### ***C. Preliminary Action Item***

Board findings pursuant to Government Code Section 54953(e)

The Charter School Board of Directors determines, in accordance with Government Code Section 54953(e)(1)(B), that meeting in person would present imminent risks to the health or safety of attendees. Pursuant to Government Code Section 54953(e)(3), the Board has also reconsidered the circumstances of the State of Emergency declared by the Governor on March 4, 2020, and finds the State of Emergency continues to directly impact the ability of the Directors to meet safely in person and/or that State or local officials continue to impose or recommend measures to promote social distancing.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

### ***D. Motion to adopt the agenda was moved by* \_\_\_\_\_**

Roll Call Vote:

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

## **II. PUBLIC COMMENT**

The public may comment on any item that is on the agenda or any other item that is in the Board's jurisdiction. No presentation shall be more than two (2) minutes.

Individuals desiring to address the Board are requested to email Dr. Bishop (Shalen.Bishop@peak-prep.org) prior to the start of the meeting. Board members are prohibited from responding to or commenting on matters raised by the public that are not on the agenda. (Gov. Code § 54954.2(a))

Public comments may be presented through our zoom link to the meeting:  
[https://us02web.zoom.us/j/81660638634?pwd=YtDmu4n\\_nfUFn9ckwiQNBIDMgqvi.1](https://us02web.zoom.us/j/81660638634?pwd=YtDmu4n_nfUFn9ckwiQNBIDMgqvi.1)  
(Same as zoom link above, For Phone access see agenda information above)

### ***III. Information, Discussion and Action items***

***A) Approval of Consent Agenda.*** *Agenda items presented in this section compose the Consent Agenda and are routine of nature. Unless an item is moved to the Action section at the request of a board member, they will be approved by the board as a group as the first action on the agenda. Each item approved shall be deemed to have been read in full and adopted as recommended.*

***1. Approval of Financial Statement.*** *The Chief Business Official recommends that the Board of Directors approve the revenue and expenditures as listed on the May 1st, 2022 through June 30th, 2022 Financial Statements.*

***2. Approval of Board Report of Commercial Checks***  
*The Chief Business Official recommends that the Board of Directors approve the commercial payments as listed on the May 1st, 2022 through June 30th, 2022 Board Report of Checks.*

***3. Approval of Board Report of Purchase Orders***  
*The Chief Business Official recommends that the Board of Directors approve the purchase orders as listed on May 1st, 2022 through June 30th, 2022 Board Reports.*

***4. Approve Minutes from 4/11/2022 Public Hearing & 5/18/2022 Board Meetings.***

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						



**B. The Board will review and consider the approval of the LCAP Budget Overview for Parents, LCP Annual Updates, LCAP, and LCAP Expenditures.** The Local Control and Accountability Plan (LCAP) is a three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. The LCAP provides an opportunity for local educational agencies (LEAs) to share their stories of how, what, and why programs and services are selected to meet their local needs. Public Hearing was May 3<sup>rd</sup>, 2022.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

**C. The Board will review, discuss and consider approving Peak Prep Pleasant Valley's 2022-23 Adopted Budget.** This is the anticipated budget moving into the new school year.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

**D. The Board will review, discuss and consider approving the 2022-2023 Prop 30 Spending Plan.** This plan is the anticipated use of the 2022-23 Prop 30 Education Protection Account Funds

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

**E. The Board will review, discuss and consider approving Peak Prep Pleasant Valley's 2022-23 Salary Schedule.** This is the proposed salary schedule moving into the new fiscal and school year.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

**F. The Board shall review, discuss and consider approving the employee bonuses of minimum of 8% and up to 10%.** Peak is proposing a staff bonus depending on the funds available, SB740, and upon closing the 2021-2022 fiscal year. Peak employees have worked diligently these past 3 years with no raises and we are moving from bi-monthly pay to monthly pay. This bonus would help fill in the gap between the transition of bi-monthly to monthly pay.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

**G. The Board will review, discuss and consider approving the Summer and 2022-2023 Payroll Authorization Requests (PARs).** Per budget, LCAP and certificated extra duties, these are the end of 2021-2022 school year PARS and anticipated PARs for the 2022-2023 school year.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

**H. The Board will review, discuss, and consider the approval of the 2022-2023 annual updated policies/notices along with Family Handbook.** Yearly, legal reviews and updates our policies for any additional legal requirements.

- a. Family Handbook
- b. Foster and Mobile Youth Policy
- c. Homeless Children and Youth Policy
- d. Educational Records and Student Information Policy
- e. Student Freedom of Speech and Expression Policy
- f. Suicide Prevention Policy
- g. Title IX Harassment Intimidation Discrimination And Bullying Policy
- UCP Policy and Procedures

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

**I. The Board will review, discuss and consider the approval of the 2022-2023 Employee Handbook.** Reviewed by legal, this is an annual update of the employee handbook which includes new board policies.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

**J. The Board will review, discuss and consider approving the Care Solace.** As an ongoing commitment to the health, safety, and wellbeing of students, parents and staff, Peak has partnered with Care Solace. Care Solace makes it easier for students, parents and staff to connect with mental health resources and providers within the community.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

**K. The Board will review, discuss and consider approving the benefits/Self Insured Schools of California documents** For the 2022-2023 school year, attached are the benefit election form, joint power of agreement, the proposal assumptions, and board resolution allowing Executive Director to execute the agreement.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

**L. The Board will review, discuss and consider the final BSA invoice related to the 2019-20 fiscal year.** This invoice is for duties outside of the contractual 2020-2021 & 2021-2022 agreement and responsibilities with support.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

**M. The Board will review, discuss and consider approving SB740 Waiver to spend 80% of the 2021-2022 revenues for instructional/instructional support due to the uncertainty of future State revenues caused by the Covid-19 crises.** Peak will need to file a SB740 waiver for the 80% requirement due to Peak Prep recognizing full LCFF funding in 2021-22 despite working with an operating budget based on 70% LCFF funding. The ACCS voted to restore Peak Prep's funding at its June 14, 2022 meeting. However, even though the school will recognize 100% LCFF funding for 2021-22, the school will not get the 30% in LCFF revenues that had been cut until P1 of 2022-23, which won't be certified until February. As such, there will be no way for Peak Prep to spend 80% of its revenues in 2021-22 due to the late decision by the CDE to restore full LCFF funding and the fact that the actual restoration of funds won't happen until February of 2023.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

**N. The Board will review, discuss and consider the 2022-2023 annual fee for Escape Financial & Payroll/Personnel Systems.** This is a Ventura County Department of Education used technology system that assists in payroll, financials and personnel record.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

**O. The Board will review, discuss and consider the Gravity Assist services. Gravity Assist is vendor that provides academic enrichment and tutoring services.** Peak piloted them in the Spring and received positive feedback from teachers and students. They would be a resource for Peak to utilize for additional tutoring and intervention for students in person and virtually beyond the school day.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

**P. The Board will review, discuss and consider the PowerSchool Quote for Employee Records.** This service is to support Peak streamline and further digitalize their Human Resources, professional development, and compliances checklist.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

**Q. The Board will review, discuss and consider approving adding Juneteenth as an approved paid holiday for classified employees and employees that work past the end of school year.** This is a holiday that falls during summer and it is recommended we observe it as a public school.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

**R. The board will review, discuss and consider approving the STS agreement/quote.** STS is a technology and I.T. Support. This quote is for our google management, new computers for students and staff, repairs, google licensing, and I.T support and web filtering. This local company has been supporting multiple charter schools in the Ventura County.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

#### ***V. Board Members Remarks and Announcements***

#### ***VI. ADJOURNMENT***

MOTION FOR ADJOURNMENT Motion to Adjourn

Roll Call Vote:

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

Adjourned at \_\_\_\_\_

## Includes Purchase Orders dated 05/01/2022 - 06/22/2022

PO Number	Vendor Name	Order Location	Object Description	Resource Description	Account Amount
P3822-00081	CliftonLarsonAllen LLP	Peak Prep	AdtServ	Unrestricted	2,100.00
P3822-00082	ALLTECH ENTERPRISES, LLC	Peak Prep	Mtrls&Spls	Supp/Conc	3,416.63
P3822-00083	Scholastic Inc.	Peak Prep	Mtrls&Spls	Unrestricted	274.73
P3822-00084	CliftonLarsonAllen LLP	Peak Prep	AdtServ	Unrestricted	2,205.00
P3822-00085	Heinemann	Peak Prep	Bk&OthRefMtrl	Unrestricted	1,409.80
P3823-00003	Curriculum Associates LLC	Peak Prep	Prof/ConslServ	Unrestricted	23,329.17
P3823-00004	ALLTECH ENTERPRISES, LLC	Peak Prep	Prof/ConslServ	Unrestricted	4,480.00
P3823-00005	ParentSquare Inc.	Peak Prep	Prof/ConslServ	Unrestricted	3,500.00
P3823-00006	Gravity Assist	Peak Prep	Prof/ConslServ	Unrestricted	2,000.00
P3823-00007	HATCHING RESULTS, LLC	Peak Prep	StffDvlpmnt	Ed Eff 21-22	456.00
P3823-00008	Power School Group LLC	Peak Prep	Prof/ConslServ	Unrestricted	3,860.00
P3823-00009	Jeffery David Rice A Plus+	Peak Prep	Prof/ConslServ	Unrestricted	8,000.00
P3823-00010	Push Play PE	Peak Prep	Mtrls&Spls	Unrestricted	1,500.00
P3823-00011	Studies Weekly Inc.	Peak Prep	Mtrls&Spls	Unrestricted	2,460.18
P3823-00012	Learning A-Z	Peak Prep	Txtbk	Unrestricted	1,428.80
P3823-00013	IXL Learning Inc.	Peak Prep	Txtbk	Unrestricted	4,113.00
P3823-00014	Scholastic Inc.	Peak Prep	Mtrls&Spls	Unrestricted	236.00
P3823-00015	Accelerate Education Inc	Peak Prep	Txtbk	Supp/Conc	56,075.00
P3823-00016	Imagine Learning LLC	Peak Prep	Txtbk	Unrestricted	14,850.00
P3823-00017	Imagine Learning LLC DEPT 2195	Peak Prep	Txtbk	Unrestricted	121,995.00
Total Number of POs			20	Total	257,689.31

## Fund Recap

Fund	Description	PO Count	Amount
620	Peak Prep	5	9,406.16
		Total Fiscal Year 2022	9,406.16
620	Peak Prep	15	248,283.15
		Total Fiscal Year 2023	248,283.15
		Total	257,689.31

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

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Includes Purchase Orders dated 05/01/2022 - 06/22/2022

## PO Changes

	<b>New PO Amount</b>	<b>Fund/ Object</b>	<b>Description</b>	<b>Change Amount</b>
B3822-00002	10,480.00	620-5800	Peak Prep/Prof/ConslServ	3,660.00
B3822-00007	40,927.12	620-5899	Peak Prep/LglSrvcsBx14	1.95
B3822-00009	58,988.42	620-5800	Peak Prep/Prof/ConslServ	.00
B3822-00014	11,845.63	620-5800	Peak Prep/Prof/ConslServ	.00
<b>Total PO Changes</b>				<b>3,661.95</b>

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

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**Checks Dated 05/01/2022 through 06/22/2022**

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5038800376	05/03/2022	Ciolino, Sabrina N	620-5903		9.45
5038800377	05/03/2022	Hanson, Darla C	620-4300	9.22	
			620-5903	120.00	129.22
5038800378	05/03/2022	Amazon Capital Services Inc ACCOUNT NUMBER A2ANLA6W681S3Q	620-4300		247.88
5038800379	05/10/2022	Ciolino, Sabrina N	620-5220		40.00
5038800380	05/10/2022	Bishop, Shalen	620-5903		66.20
5038800381	05/10/2022	Mojica, Evelyn	620-5200		60.83
5038800382	05/10/2022	Amazon Capital Services Inc ACCOUNT NUMBER A2ANLA6W681S3Q	620-4300		15.45
5038800383	05/12/2022	CliftonLarsonAllen LLP	620-5801		2,100.00
5038800384	05/12/2022	Ciolino, Sabrina N	620-5220		140.00
5038800385	05/12/2022	Bishop, Shalen	620-5220	845.55	
			620-5901	24.33	
			620-5903	418.60	1,288.48
5038800386	05/12/2022	WEX Health Inc.	620-9539		135.00
5038800387	05/17/2022	McKoy, Kyle J	620-5220		1,975.00
5038800388	05/17/2022	Bishop, Shalen	620-5220	987.20	
			620-5903	25.05	1,012.25
5038800389	05/17/2022	Amazon Capital Services Inc ACCOUNT NUMBER A2ANLA6W681S3Q	620-4300		57.13
5038800390	05/17/2022	Specialized Therapy Services	620-5800		1,836.25
5038800391	05/17/2022	Young Minney & Corr, LLP	620-5899		6,127.97
5038800392	05/18/2022	Curriculum Associates LLC	620-5800		23,329.17
5038800393	05/18/2022	T-Mobil USA Inc	620-5902		640.00
5038800394	05/18/2022	Ciolino, Sabrina N	620-5200		96.75
5038800395	05/20/2022	Anthem Blue Cross	620-9534		22,752.45
5038800396	05/20/2022	The Lincoln National Life Insurance Company	620-9534		594.37
5038800397	05/24/2022	Amazon Capital Services Inc ACCOUNT NUMBER A2ANLA6W681S3Q	620-4300		26.79
5038800398	05/24/2022	Curriculum Associates LLC	620-4100		11,628.08
5038800399	05/26/2022	CliftonLarsonAllen LLP	620-5801		5,040.00
5038800400	05/27/2022	Ciolino, Sabrina N	620-5220		455.92
5038800401	05/27/2022	Paules, Peggy A	620-4300		26.51
5038800402	05/27/2022	ALLTECH ENTERPRISES, LLC	620-4300		17,397.13
5038800403	05/27/2022	HATCHING RESULTS, LLC	620-5220		456.00
5038800404	05/27/2022	Scholastic Inc.	620-4300		274.73
5038800405	05/27/2022	The College Board NYO	620-5800		250.00
5038800406	06/01/2022	VanHorn, Lara J	620-5220		1,186.21
5038800407	06/01/2022	ALLTECH ENTERPRISES, LLC	620-5800		4,480.00
5038800408	06/03/2022	Kaiser Foundation Health Plan	620-9534		1,029.51
5038800409	06/07/2022	Audish, Tanya N	620-5220		217.97
5038800410	06/07/2022	Larsen, Bradley R	620-5220		677.20

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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**Checks Dated 05/01/2022 through 06/22/2022**

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5038800411	06/07/2022	Lee, Esther S	620-5220		119.34
5038800412	06/07/2022	Kenzie, Sara M	620-5220		1,186.21
5038800413	06/07/2022	Bishop, Shalen	620-5901	644.58	
			620-5903	25.05	669.63
5038800414	06/07/2022	Hartley, Taylor S	620-5220		1,900.00
5038800415	06/07/2022	Amazon Capital Services Inc ACCOUNT NUMBER A2ANLA6W681S3Q	620-4300		26.74
5038800416	06/07/2022	Anthem Blue Cross	620-9534		13,286.86
5038800417	06/07/2022	Gravity Assist	620-5800		2,000.00
5038800418	06/07/2022	Kaiser Foundation Health Plan	620-9534		1,029.51
5038800419	06/07/2022	Oxford Consulting Services Inc	620-5800		6,099.00
5038800420	06/09/2022	T-Mobil USA Inc	620-5902		640.00
5038800421	06/10/2022	Lee, Esther S	620-5220		972.60
5038800422	06/10/2022	Nuckles, Rebecca K	620-5220		367.20
5038800423	06/10/2022	Mojica, Evelyn	620-5200		14.39
5038800424	06/10/2022	Bos, Kristina M	620-5220		548.92
5038800425	06/10/2022	ALLTECH ENTERPRISES, LLC	620-5800		3,660.00
5038800426	06/10/2022	WEX Health Inc.	620-9539		135.45
5038800427	06/10/2022	Young Minney & Corr, LLP	620-5899		968.05
5038800428	06/16/2022	McKoy, Kyle J	620-5220		818.00
5038800429	06/16/2022	Amazon Capital Services Inc ACCOUNT NUMBER A2ANLA6W681S3Q	620-4300		3,154.76
5038800430	06/16/2022	Power School Group	620-5800		3,860.00
5038800431	06/22/2022	Bishop, Shalen	620-5220		1,350.27
5038800432	06/22/2022	Flipswitch Marketing LLC	620-5800		4,950.00
5038800433	06/22/2022	HEINEMANN	620-4200		1,409.80
5038800434	06/22/2022	Oxford Consulting Services Inc	620-5800		10,252.92
VCH380000001	06/21/2022	Accel Online, LLC	620-9510		.01
<b>Total Number of Checks</b>			<b>60</b>		<b>165,219.56</b>

**Fund Recap**

Fund	Description	Check Count	Expensed Amount
620	Peak Prep	60	165,219.56
	Total Number of Checks	60	165,219.56
	Less Unpaid Tax Liability		.00
	<b>Net (Check Amount)</b>		<b>165,219.56</b>

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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## Includes Purchase Orders dated 05/01/2022 - 06/22/2022

PO Number	Vendor Name	Order Location	Object Description	Resource Description	Account Amount
P3822-00081	CliftonLarsonAllen LLP	Peak Prep	AdtServ	Unrestricted	2,100.00
P3822-00082	ALLTECH ENTERPRISES, LLC	Peak Prep	Mtrls&Spls	Supp/Conc	3,416.63
P3822-00083	Scholastic Inc.	Peak Prep	Mtrls&Spls	Unrestricted	274.73
P3822-00084	CliftonLarsonAllen LLP	Peak Prep	AdtServ	Unrestricted	2,205.00
P3822-00085	Heinemann	Peak Prep	Bk&OthRefMtrl	Unrestricted	1,409.80
P3823-00003	Curriculum Associates LLC	Peak Prep	Prof/ConslServ	Unrestricted	23,329.17
P3823-00004	ALLTECH ENTERPRISES, LLC	Peak Prep	Prof/ConslServ	Unrestricted	4,480.00
P3823-00005	ParentSquare Inc.	Peak Prep	Prof/ConslServ	Unrestricted	3,500.00
P3823-00006	Gravity Assist	Peak Prep	Prof/ConslServ	Unrestricted	2,000.00
P3823-00007	HATCHING RESULTS, LLC	Peak Prep	StffDvlpmnt	Ed Eff 21-22	456.00
P3823-00008	Power School Group LLC	Peak Prep	Prof/ConslServ	Unrestricted	3,860.00
P3823-00009	Jeffery David Rice A Plus+	Peak Prep	Prof/ConslServ	Unrestricted	8,000.00
P3823-00010	Push Play PE	Peak Prep	Mtrls&Spls	Unrestricted	1,500.00
P3823-00011	Studies Weekly Inc.	Peak Prep	Mtrls&Spls	Unrestricted	2,460.18
P3823-00012	Learning A-Z	Peak Prep	Txtbk	Unrestricted	1,428.80
P3823-00013	IXL Learning Inc.	Peak Prep	Txtbk	Unrestricted	4,113.00
P3823-00014	Scholastic Inc.	Peak Prep	Mtrls&Spls	Unrestricted	236.00
P3823-00015	Accelerate Education Inc	Peak Prep	Txtbk	Supp/Conc	56,075.00
P3823-00016	Imagine Learning LLC	Peak Prep	Txtbk	Unrestricted	14,850.00
P3823-00017	Imagine Learning LLC DEPT 2195	Peak Prep	Txtbk	Unrestricted	121,995.00
Total Number of POs			20	Total	257,689.31

## Fund Recap

Fund	Description	PO Count	Amount
620	Peak Prep	5	9,406.16
Total Fiscal Year 2022			9,406.16
620	Peak Prep	15	248,283.15
Total Fiscal Year 2023			248,283.15
Total			257,689.31

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 1 of 2

Includes Purchase Orders dated 05/01/2022 - 06/22/2022

## PO Changes

	<b>New PO Amount</b>	<b>Fund/ Object</b>	<b>Description</b>	<b>Change Amount</b>
B3822-00002	10,480.00	620-5800	Peak Prep/Prof/ConslServ	3,660.00
B3822-00007	40,927.12	620-5899	Peak Prep/LglSrvcsBx14	1.95
B3822-00009	58,988.42	620-5800	Peak Prep/Prof/ConslServ	.00
B3822-00014	11,845.63	620-5800	Peak Prep/Prof/ConslServ	.00
<b>Total PO Changes</b>				<b>3,661.95</b>

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 2 of 2



Peak Prep Pleasant Valley

Special Board Meeting Agenda  
Monday April 11th, 2022  
2pm

Teleconference Locations:

In accordance with Government Code Section 54953(e)(1)(B), if the Charter School Board of Directors determines, that meeting in person would present imminent risks to the health or safety of attendees and in pursuant to Government Code Section 54953(e)(3), the Board has also reconsidered the circumstances of the State of Emergency declared by the Governor on March 4, 2020, and finds the State of Emergency continues to directly impact the ability of the Directors to meet safely in person and/or that State or local officials continue to impose or recommend measures to promote social distancing, the Charter school may hold public meetings via teleconferencing and make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body. Charter schools still need to comply with the timelines for posting agendas, including putting the agenda as a direct link on their website. The agenda must give notice of the means by which members of the public may observe and participate (e.g., conference call dial-in number, etc.). The agenda does not need to list the address from where each Board member will be calling in, agendas do not need to be posted at those locations, and the charter school does not need to make those locations accessible to the public or ensure that members of the public may address the body at those locations. A quorum of the Board does not need to participate from locations within the boundaries of the territory over which the charter school exercises jurisdiction. These changes only apply during the period in which state or local public health officials have imposed or recommended social distancing measures.

**virtual meeting.**

Topic: Public Hearing-District Partnership

Time: Apr 11, 2022 02:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87151897873?pwd=b3FPeG53YWdGZHVEa0xoSi8vZUplKQT09>

Meeting ID: 871 5189 7873  
Passcode: PeakPrep

One tap mobile

+19292056099,,87151897873#,,, \*14675964# US (New York)  
+13017158592,,87151897873#,,, \*14675964# US (Washington DC)

Dial by your location

+1 929 205 6099 US (New York)  
+1 301 715 8592 US (Washington DC)  
+1 312 626 6799 US (Chicago)  
+1 669 900 6833 US (San Jose)  
+1 253 215 8782 US (Tacoma)  
+1 346 248 7799 US (Houston)

**Meeting ID: 871 5189 7873**  
**Passcode: 14675964**

Find your local number: <https://us02web.zoom.us/j/87151897873>

This legislative body conducts business under the meeting requirements of the Ralph M. Brown Act.

#### MEETING AGENDA & RELATED MATERIALS

Agendas for regular board meetings as defined by the Brown Act will be posted physically within the Charter School's jurisdiction, and on the legislative body's website 72 hours prior to the start of the meeting. Agendas for special meetings as defined by the Brown Act will be posted physically within the Charter School's jurisdiction, and on the legislative body's website 24 hours prior to the start of the meeting. Materials relating to an agenda topic that is a matter of public record in open session, will be made available for public.

#### THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

#### REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

#### REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting may request assistance by contact Superintendent, Dr. Shalen Bishop at [Shalen.Bishop@peak-prep.org](mailto:Shalen.Bishop@peak-prep.org)

FOR MORE INFORMATION

For more information concerning this agenda or for materials relating to this meeting, please contact the Head of School's Office: Dr. Shalen Bishop at Shalen.Bishop@peak-prep.org.

**I. PRELIMINARY MATTERS**

***A. Call to Order:***

Meeting was called to order by Board Director at: \_\_\_\_\_

***B. Roll Call***

Board Member	Present	Absent
Marlo Hartsuyker		
Natalie Adams		
Sandra Taylor		
Alana Miller		

***C. Preliminary Action Item***

Board findings pursuant to Government Code Section 54953(e)

The Charter School Board of Directors determines, in accordance with Government Code Section 54953(e)(1)(B), that meeting in person would present imminent risks to the health or safety of attendees. Pursuant to Government Code Section 54953(e)(3), the Board has also reconsidered the circumstances of the State of Emergency declared by the Governor on March 4, 2020, and finds the State of Emergency continues to directly impact the ability of the Directors to meet safely in person and/or that State or local officials continue to impose or recommend measures to promote social distancing.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

***D. Motion to adopt the agenda was moved by* \_\_\_\_\_**

Roll Call Vote:

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

## **II. Public Hearing**

The Superintendent and Board will discuss and conduct a public hearing on a proposal for Peak Prep to partner with the Pleasant Valley School District (PVSD) and transition from an independently governed charter school to a dependent charter school in which governance is controlled by PVSD.

## **III. Public Comment.**

The public may comment on any item that is on the agenda. No presentation shall be more than two (2) minutes. Individuals desiring to address the Board are requested to email Dr. Bishop (Shalen.Bishop@peak-prep.org) prior to the start of the meeting. Board members are prohibited from responding to or commenting on matters raised by the public that are not on the agenda. (Gov. Code § 54954.2(a))

Public comments may be presented through our zoom link to the meeting:

<https://us02web.zoom.us/j/87151897873?pwd=b3FPeG53YWdGZHVEa0xoSi8vZUpKQT09>

(Same as zoom link above, For Phone access see agenda information above)

## ***V. ADJOURNMENT***

MOTION FOR ADJOURNMENT Motion to Adjourn

Roll Call Vote:

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

Adjourned at \_\_\_\_





## Peak Prep Pleasant Valley

### Board Meeting Agenda—Regular Board Meeting Wednesday, May 18<sup>th</sup>, 2022 4pm

#### Teleconference Locations:

In accordance with Government Code Section 54953(e)(1)(B), if the Charter School Board of Directors determines, that meeting in person would present imminent risks to the health or safety of attendees and in pursuant to Government Code Section 54953(e)(3), the Board has also reconsidered the circumstances of the State of Emergency declared by the Governor on March 4, 2020, and finds the State of Emergency continues to directly impact the ability of the Directors to meet safely in person and/or that State or local officials continue to impose or recommend measures to promote social distancing, the Charter school may hold public meetings via teleconferencing and make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body. Charter schools still need to comply with the timelines for posting agendas, including putting the agenda as a direct link on their website. The agenda must give notice of the means by which members of the public may observe and participate (e.g., conference call dial-in number, etc.). The agenda does not need to list the address from where each Board member will be calling in, agendas do not need to be posted at those locations, and the charter school does not need to make those locations accessible to the public or ensure that members of the public may address the body at those locations. A quorum of the Board does not need to participate from locations within the boundaries of the territory over which the charter school exercises jurisdiction. These changes only apply during the period in which state or local public health officials have imposed or recommended social distancing measures.

#### **virtual meeting.**

Topic: May 2022 Regular Board Meeting

Time: May 18, 2022 04:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/89423568120?pwd=ekp6QWl6Q2FXSkhLc2tKVkkxa3B1Zz09>

**Meeting ID: 894 2356 8120**  
**Passcode: PeakPrep**

## One tap mobile

+13017158592,,89423568120#,,,,\*42477331# US (Washington DC)

+13126266799,,89423568120#,,,,\*42477331# US (Chicago)

## Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

**Meeting ID: 894 2356 8120**  
**Passcode: 42477331**

Find your local number: <https://us02web.zoom.us/j/89P39IL>

This legislative body conducts business under the meeting requirements of the Ralph M. Brown Act.

## MEETING AGENDA & RELATED MATERIALS

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THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

## REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A  
DISABILITY

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this

meeting may request assistance by contact Superintendent, Dr. Shalen Bishop at Shalen.Bishop@peak-prep.org

#### FOR MORE INFORMATION

For more information concerning this agenda or for materials relating to this meeting, please contact the Head of School's Office: Dr. Shalen Bishop at Shalen.Bishop@peak-prep.org.

### I. PRELIMINARY MATTERS

#### *A. Call to Order:*

Meeting was called to order by Board Director at: 4pm

#### *B. Roll Call*

Board Member	Present	Absent
Marlo Hartsuyker	x	
Natalie Adams	x	
Sandra Taylor		x
Alana Miller	x	

#### *C. Preliminary Action Item*

Board findings pursuant to Government Code Section 54953(e)

The Charter School Board of Directors determines, in accordance with Government Code Section 54953(e)(1)(B), that meeting in person would present imminent risks to the health or safety of attendees. Pursuant to Government Code Section 54953(e)(3), the Board has also reconsidered the circumstances of the State of Emergency declared by the Governor on March 4, 2020, and finds the State of Emergency continues to directly impact the ability of the Directors to meet safely in person and/or that State or local officials continue to impose or recommend measures to promote social distancing.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker		x	x			
Natalie Adams			x			
Sandra Taylor						x
Alana Miller	x		x			

*D. Motion to adopt the agenda was moved by Marlo H.*

Roll Call Vote:

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker		x	x			
Natalie Adams			x			
Sandra Taylor						x

Alana Miller			x			
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## **II. PUBLIC COMMENT**

The public may comment on any item that is on the agenda or any other item that is in the Board's jurisdiction. No presentation shall be more than two (2) minutes. Individuals desiring to address the Board are requested to email Dr. Bishop (Shalen.Bishop@peak-prep.org) prior to the start of the meeting. Board members are prohibited from responding to or commenting on matters raised by the public that are not on the agenda. (Gov. Code § 54954.2(a))

Public comments may be presented through our zoom link to the meeting:

<https://us02web.zoom.us/j/89423568120?pwd=ekp6QWl6Q2FXSkhLc2tKVkkxa3B1Zz09>

(Same as zoom link above, For Phone access see agenda information above)

## **III. Closed Session**

PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code section 54957(b)(1.): Superintendent

PUBLIC EMPLOYMENT (Gov. Code section 54957(b)): Superintendent/Executive Director

## **IV. Information, Discussion and Action items**

**A) Approval of Consent Agenda.** *Agenda items presented in this section compose the Consent Agenda and are routine of nature. Unless an item is moved to the Action section at the request of a board member, they will be approved by the board as a group as the first action on the agenda. Each item approved shall be deemed to have been read in full and adopted as recommended.*

**1. Approval of Financial Statement.** *The Chief Business Official recommends that the Board of Directors approve the revenue and expenditures as listed on the April 1st, 2022 through April 30th, 2022 Financial Statements.*

**2. Approval of Board Report of Commercial Checks**  
*The Chief Business Official recommends that the Board of Directors approve the commercial payments as listed on the April 1st, 2022 through April 30th, 2022 Board Report of Checks.*

**3. Approval of Board Report of Purchase Orders**  
*The Chief Business Official recommends that the Board of Directors approve the purchase orders as listed on April 1st, 2022 through April 30th, 2022 Board Reports.*

#### 4. Approve Minutes from 4/15/2022 & 5/3/2022 Board Meetings.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker		x	x			
Natalie Adams			x			
Sandra Taylor						x
Alana Miller			x			

#### B. Superintendent Report (No Action, just reporting out different aspects of the school program)

- Highlights
- Programs/Academic Resources updates, if any.
- Upcoming Compliance Date

#### C. *The Board will review, discuss and consider approving the annual year-end Board Resolutions and Resolution Memo.* Designed to provide authorization for Business Service Authority to make standard financial transactions on behalf of Peak Prep.

- Certification of Signatures for the Fiscal Year 2022-23
- Resolution 22-04; Authorization to Allow Appropriation/Budget Transfers; Fiscal Year 2022-23
- Resolution 22-03; Appropriation of the Ending Balance to a Reserve
- Resolution 22-02; Authorization for the Ventura County Office of Education to Make Budget Transfers

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker	x		x			
Natalie Adams			x			
Sandra Taylor						x
Alana Miller		x	x			

#### D. **The Board shall review, discuss and adopt the Comparable Compensation Data for Charter School Executives.** Prior to the Board taking action to set executive compensation, the Board must first exercise due diligence by reviewing & adopting the compensation practices of comparable nonprofits in open session of a regular Board meeting. Notes: Per travel expenses, the director may receive reimbursements of up to \$250 per night in hotel accommodations and up to \$1,200 round trip in airfare per trip, without additional board authorization.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker		x	x			
Natalie Adams	x		x			
Sandra Taylor						x

Alana Miller			x			
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- E. *The Board will review, discuss and consider approving the Local Agency Executive Compensation.*** In accordance with SB 1436, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker	x		x			
Natalie Adams			x			
Sandra Taylor						x
Alana Miller		x	x			

- F. *The Board shall review, discuss and approve the Employment Agreement for Executive Director.*** Reviewed by legal, this new contract serves the Executive Director role.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker	x		x			
Natalie Adams		x	x			
Sandra Taylor						x
Alana Miller			x			

- H. *The Board will review, discuss and consider approving the payout of over-contract days for the Superintendent.*** Gearing up for a new employment agreement that would place the Superintendent/Executive Director on contract days (no vacation days) and provide sick leave, the school will pay out up to 10 days worked above the 220 contracted work days for the school years ranging from 2019-20 through 2021-22 school years. These days were approved as vacation payouts during the previous board meeting, but the VCSBSA recommends paying these days out as over-contract days.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker		x	x			
Natalie Adams			x			
Sandra Taylor						x
Alana Miller	x		x			

**I. The Board will review and consider the renewal of Business Service Authority (BSA) for the 2022-2023 school year.** Ventura County of Education's BSA provides Peak's back office services (i.e. budget, financial statements, payroll processing). The agreement is similar to 2021-2022 school year.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker	x		x			
Natalie Adams		x	x			
Sandra Taylor						x
Alana Miller			x			

**J. The Board will review, discuss and consider approving the APlus Membership Fees.** APLUS+ is a statewide network association that is exclusively dedicated to advancing the Personalized Learning model, and to uniting and supporting schools and programs that are committed both to the Personalized Learning educational model for their students and to high standards of education excellence and accountability in their operations.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker	x		x			
Natalie Adams		x	x			
Sandra Taylor						x
Alana Miller			x			

**K. The Board will review, discuss and consider approving the Universal Pre Kindergarten Plan (UPK).** Under the provisions of California *Education Code (EC)* Section 8281.5, grant funds are allocated to school districts, charter schools, and county offices of education (COEs) with kindergarten enrollment in specific years, according to a specified formula. In addition, funds are allocated to COEs to support countywide planning and capacity building around UPK. As a condition of receiving grant funds, state law requires each LEA to create a plan. Under state law, the plan must be developed for consideration by the LEA's governing board or body at a public meeting on or before June 30, 2022.

## **V. Board Members Remarks and Announcements**

**Marlo – Finalize date for the Ventura County Governance Training. Ct 12 – Wednesday. Registration coming soon!**

## **VI. ADJOURNMENT**

MOTION FOR ADJOURNMENT Motion to Adjourn

Roll Call Vote:

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker		x	x			
Natalie Adams	x		x			
Sandra Taylor						x
Alana Miller			x			

Adjourned at \_4:57pm\_\_\_\_



# LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Peak Prep Pleasant Valley

CDS Code: 56 72553 0139592

School Year: 2022-23

LEA contact information:

Dr. Shalen Bishop

Superintendent

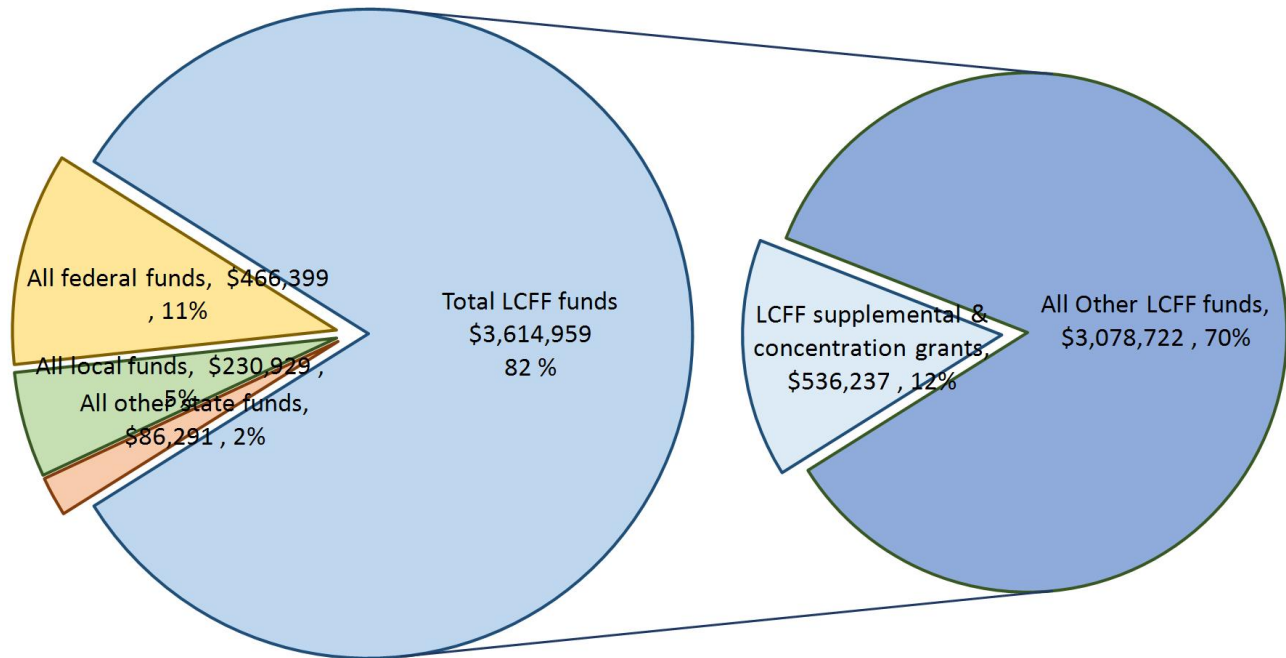
shalen.bishop@peak-prep.org

805-222-0025

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

## Budget Overview for the 2022-23 School Year

### Projected Revenue by Fund Source



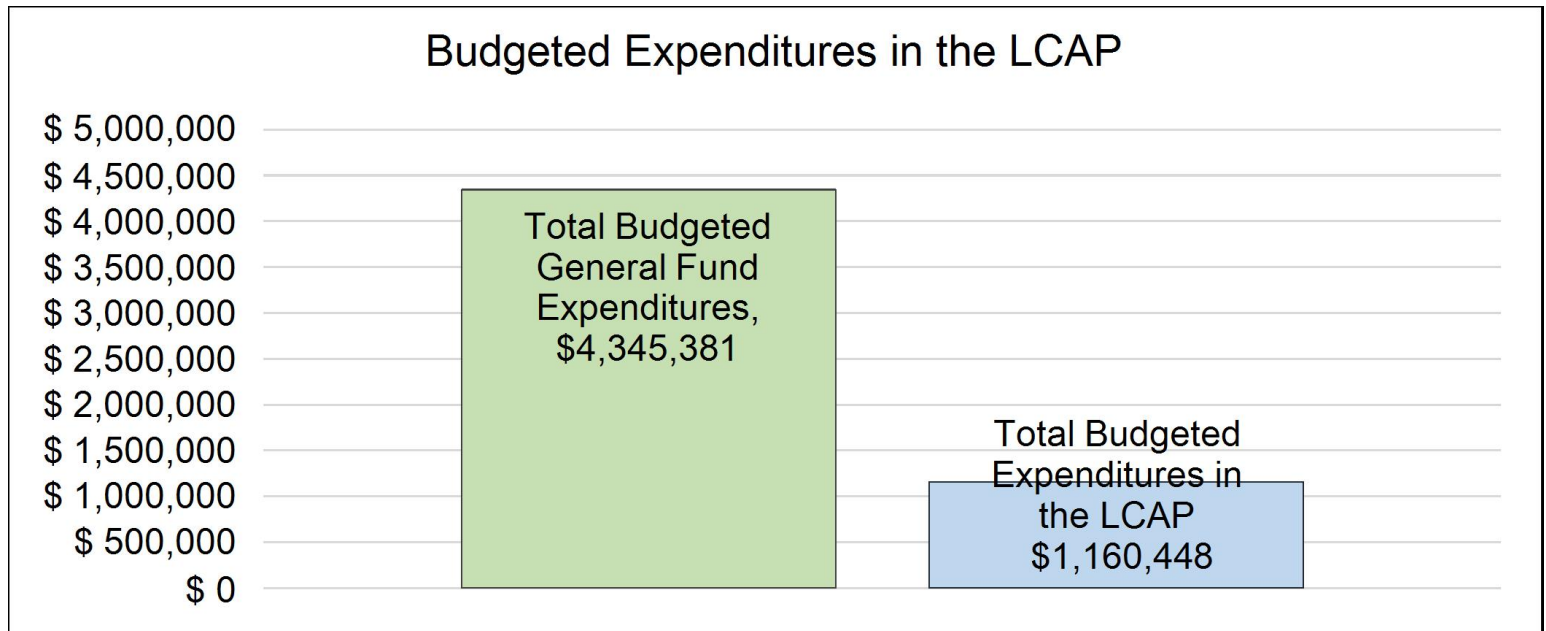
This chart shows the total general purpose revenue Peak Prep Pleasant Valley expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Peak Prep Pleasant Valley is \$4,398,578, of which \$3,614,959 is Local Control Funding Formula (LCFF), \$86,291 is other state funds,

\$230,929 is local funds, and \$466,399 is federal funds. Of the \$3,614,959 in LCFF Funds, \$536,237 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

## LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Peak Prep Pleasant Valley plans to spend for 2022-23. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Peak Prep Pleasant Valley plans to spend \$4,345,381 for the 2022-23 school year. Of that amount, \$1,160,448 is tied to actions/services in the LCAP and \$3,184,933 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

1. Salaries and benefits for certificated and classified employees
2. Instructional and administrative supplies
3. Non-capitalized equipment under \$5,000
4. Staff Development
5. General Liability Insurance
6. Facility and Utility costs
7. Contracted instructional and administrative services
8. Depreciation
9. Other outgo including indirect costs charges

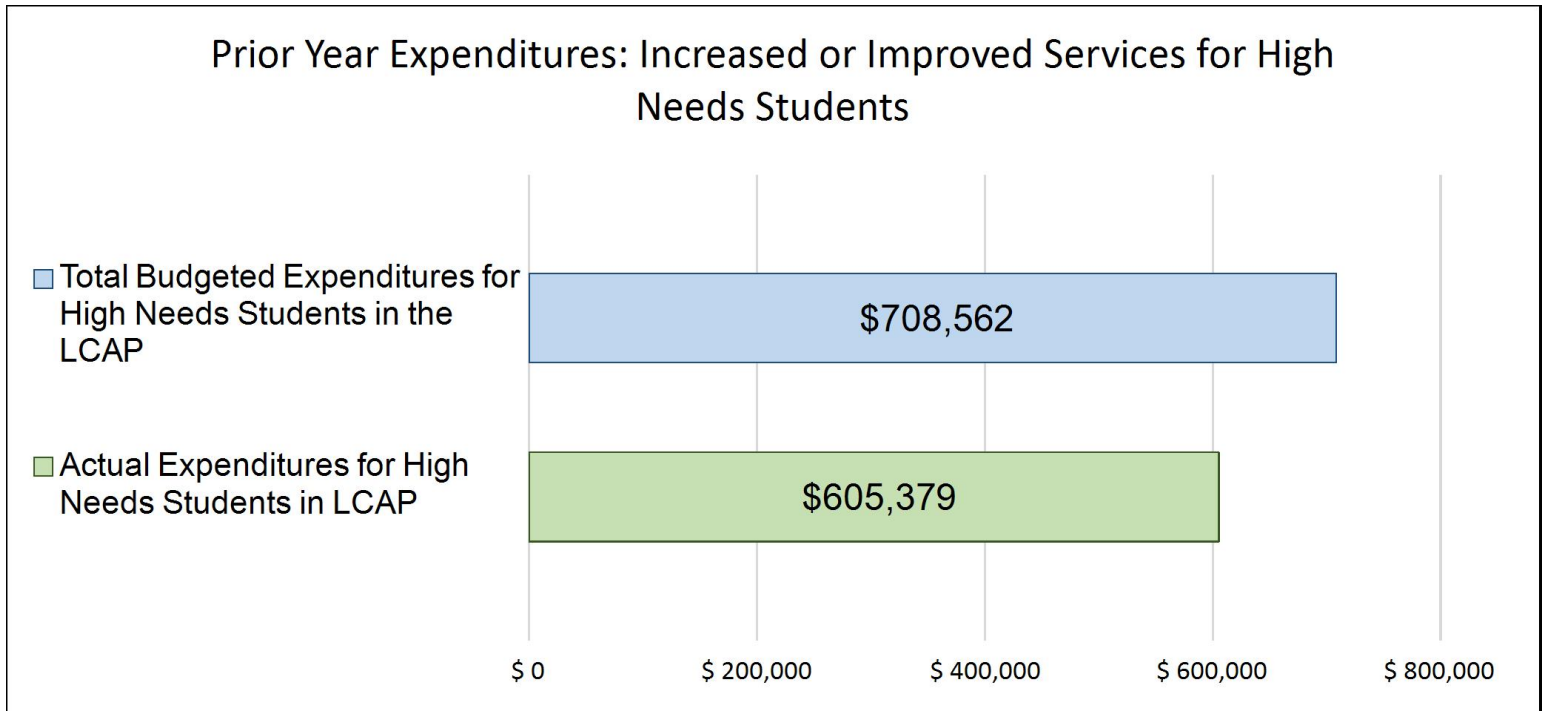
## Increased or Improved Services for High Needs Students in the LCAP for the 2022-23 School Year

In 2022-23, Peak Prep Pleasant Valley is projecting it will receive \$536,237 based on the enrollment of foster youth, English learner, and low-income students. Peak Prep Pleasant Valley must describe how it intends to increase or improve services for high needs students in the LCAP. Peak Prep Pleasant Valley plans to spend \$738,853 towards meeting this requirement, as described in the LCAP.



## LCFF Budget Overview for Parents

### Update on Increased or Improved Services for High Needs Students in 2021-22



This chart compares what Peak Prep Pleasant Valley budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Peak Prep Pleasant Valley estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2021-22, Peak Prep Pleasant Valley's LCAP budgeted \$708,562 for planned actions to increase or improve services for high needs students. Peak Prep Pleasant Valley actually spent \$605,379 for actions to increase or improve services for high needs students in 2021-22.

The difference between the budgeted and actual expenditures of \$-103,183 had the following impact on Peak Prep Pleasant Valley's ability to increase or improve services for high needs students:

In 2021-22, costs for curriculum and intervention came in lower than expected although Peak Prep still spent nearly \$500,000 between these 2 areas. Even with these savings, Peak Prep spent well above its \$539,321 total for supplemental and concentration grant funds. In addition, Peak was reduced 30% funding for the 2020-2021 and 2021-2022 school year.

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

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Peak Prep Pleasant Valley	Shalen Bishop/Superintendent	Shalen.Bishop@peak-prep.org 8052220025

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

A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).

We have begun the annual process for reaching out to stake holders to gain insight on the use of funds including Title 1, LCFF, grants, etc. In addition, We will hold our Annual Family Engagement Meeting and meet with the Parent Advisory Committee, School Site Committee and hold a public hearing. All meetings for feedback are held virtually, via Zoom. Peak prep continues to offer office hours for phone calls, receipt of emails, and options to complete surveys.

With the Educators Effective Grant, that was NOT part of the LCAP process, we reached out to stakeholders asking for suggesting and ideas and I held a staff meeting to discuss these plans and allow for teachers to submit requests.

For the A-G Completion Improvement Grant and Pre-K Planning Implementation Grants we plan on engaging our stakeholders through survey, virtual meetings, and consider previous engagement outcomes.

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

Peak used and continues to use the concentration grant to provide a second counselor to support our students socially and emotionally while,

at the same time, supporting them in graduation plans, meeting College/Career readiness and graduation. In addition, we hired an Interventionist to provide intervention and support our EL students with direct instruction.

We also purchased Ellevation, a platform to monitor, measure, and support English Learners. In addition, Homeroom teachers are providing 30 minutes of direct instructions for EL students.

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

We have begun the annual process for reaching out to stake holders to gain insight on the use of funds including Title 1, LCFF, grants, etc. In addition, We will hold our Annual Family Engagement Meeting and meet with the Parent Advisory Committee, School Site Committee and hold a public hearing. All meetings for feedback are held virtually, via Zoom. Peak prep continues to offer office hours for phone calls, receipt of emails, and options to complete surveys.

As of now, we have done the following:

We did utilize our LCAP Engagement and feedback while opening the door for continued feedback of opportunities. Peak Prep offers stakeholder engagement through meetings, surveys, emails and received phone calls. As a result of the COVID-19 Pandemic, we initiated engagement opportunities with our families, including families that speak languages other than English, and community partners. We do not have a bargaining unit. Stakeholder Engagement included:

- We presented a number of opportunities to staff for feedback.
- We have held a public hearing and board meetings for others, including the community, to have the opportunity for feedback.

During the LCAP process, we've participated in multiple Ventura County and SELPA meetings that included Foster Youth & The LCAP, English Learners & The LCAP, and SELPA Consultation & strengthening services for students with disabilities.

For the ESSR III, Peak Prep (also) has reviewed CalPADS to determine students identified as Native American/Native Alaskan and is consulting the Ventura County Indian Education Consortium.

For the ELO Grant, we looked at the previous needs and desire of stakeholders.

At the beginning of the school year, all students that are EL were called and asked what support or supplies they need to set themselves up for success. In addition, Homeroom teachers and Sped Case Managers have had discussions with families regarding support. Beyond the LCAP and other engagement opportunities, school leads and other faculty have been giving input regarding needs to support our students academically and support their learning loss. Lastly, we used current trends and data to give us further insight in the academic needs of our

students.

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

ESSER III Plans have been a huge support. As a non-classroom based school we did not need to provide any in person instruction.

At this time, we have had implemented:

- 1) an intervention Specialist
- 2) a stipend for additional ELL support.
- 3) a stipend for Assessment & Diagnostic Coordinator
- 4) purchased supplement resources for learning loss: Generation Genus, classroom novels, manipulatives
- 5) Fund full-time Science and Math Teachers for 3 years including benefits.

The success:

- 1) A huge support and need for our students
- 2) Engaging resources
- 3) The assessment and diagnostic coordinator has been able to start analyzing data and begin seeing areas of focus
- 4) Families have really appreciated the intervention opportunities.

The challenges:

There is a great deal of learning loss, credit deficiency and repeat. Per our ESSR III plan, we will be providing summer school stipends in the summer to help support teachers with students credit deficiency.

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

For the 2021-2022 School Year, Peak Prep has invested a lot of resources into the school per our LCAP plan and needs of the school.



#### Technology:

Invested in more Hotspots for families that need them.

Computers--increased the number of available computers so students will have computers if their current one breaks down.

Goal 1: We will build a stronger community by increasing our parent participation by 25% and maintain an average of 4 or higher satisfaction rate.

- 1) We have provided Smores to our teachers and already secured it for the following year.
- 2) We have already had two successful Parent Education Nights along with family events like two pep rallies that parents have attended and student/teacher conferences.
- 3) We launched a new website that has held our notifications, compliance documents and enrollment for new families.

At this time, we have already made strides in each action item for goal 1.

Goal 2: We will Improve student achievement for all students, especially student groups performing below grade level with the expectation that we will achieve 80% growth of all students.

- 1) All students have been given access to curriculum and technology
- 2) We have provided a number of resources for intervention along with hiring an intervention specialist.
- 3) We have provided staff with specific professional development that aligns with standard-based curriculum and supplemental resources/technology.
- 4) Increased our Elective offering.

At this time, we have already made strides in each action item for goal 2.

Goal 3: We will expand the College & Career Readiness (CCR) and Social Emotional Learning (SEL) Programs through increased counselor time, attendance in CCR, SEL, CTE activities and enrollment.

- 1) We have increased our counseling team to provide more access to counseling staff, provide college & career ready events, HS/Post HS plans, and provide supervisor of our CCR and SEL program.
- 2) We made our part-time school psychologist to 100%.

At this time, we have made strides in all but one action time for goal 3. The remaining action item is in progress.

Goal 4: We will maintain a 95% attendance rate and achieve our graduation rate to 80%.

- 1) We have provided an administrative assistant full time to support in Attendance.

2) Counselor availability increased to support in Graduation Plans and CCR support.

We are increasing many services to help our students, especially our foster youth, English learners, and low-income students.

- 1) School Psychologist to 100%
- 2) Increased counselor availability
- 3) Increased Resources like MyPath, Purposeful Prep (SEL courses), Individual Learning Paths (MAP ILP), EL, Pretesting
- 4) Homeroom Teacher ratios lowered to provide additional support and academic follow up to a smaller group of students
- 5) Intervention Hours
- 6) Social Emotional Learning Courses- Purposeful Prep provides a variety of supplemental social and emotional support for students who may need additional support.

As for Continuity of Services Plan

- 1) Increased our SEL Offering
- 2) Increased Intervention (including hiring an interventionist), MAP Intervention, supplemental resources (i.e. IXL, studies weekly, Raz Kids)
- 3) Continued to provide MyPath (supplemental resource for learning loss)

ESSER III Plans

- 1) We have hired an intervention Specialist
- 2) We provided stipend for additional ELL support.
- 3) We provided stipend for Assessment & Diagnostic Coordinator
- 4) We have purchased supplement resources for learning loss: Generation Genus, classroom novels, manipulatives
- 5) Fund full-time Science and Math Teachers for 3 years including benefits.

\*We will be providing summer school stipends in the summer.

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

*For additional questions or technical assistance related to the completion of the Supplement to the Annual Update to the 2021–22 Local*

*Control and Accountability Plan (LCAP), please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at [lcff@cde.ca.gov](mailto:lcff@cde.ca.gov).*

## Introduction

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

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

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

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

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

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

## Instructions

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

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

**Prompt 1:** “A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).”

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

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

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

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

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

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

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

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

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

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

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

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

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

California Department of Education  
November 2021

# Local Control Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Peak Prep Pleasant Valley	Dr. Shalen Bishop Superintendent	Shalen.Bishop@peak-prep.org 805-222-0025

## Plan Summary [2022-23]

### General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

#### 2021-2022

Peak Prep is a non-classroom based school that serves its students 100% virtually. We have enrollment of 350 students, which includes 313 General Ed students, 37 Special Education students, 206 Free/Reduced Lunch students, 7 McKinney-Vento students, 3 Foster Youth students and 7 EL students.

Peak Prep educates students from four counties including Ventura, Kern, Santa Barbara and Los Angeles Counties.

Peak Prep Pleasant Valley has planned its budget for the 2021-2022 school year to accommodate growth and support for all students.

#### 2022-2023

Peak Prep is a non-classroom based school that serves its students 100% virtually. We have enrollment of 340 students, which includes 62.7% socioeconomically disadvantaged, 1.8% English Learners, 1.5% Foster Youth and 12% students with disabilities.

Peak Prep educates students from four counties including Ventura, Kern, Santa Barbara and Los Angeles Counties.

Peak Prep Pleasant Valley has planned its budget for the 2022-2023 school year to accommodate growth, funding avenues and the ability to support all students

Peak Prep Pleasant Valley strives to increase it's CDE Dashboard with the support, resources, systems, and community in place.

## Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

2021-2022

As a new school approved in the 2019-2020 school year and the restrictions of COVID-19, we have not received School Dashboard data.

With that being said, successes for our school include:

Suspension/Expulsion is a 0. We have had no expulsion or suspension in the 2019-2020 school year.

Student Attendance is at an average of 95% for each Learning Period

In addition, we have seen an increase in graduation rates.

The Local Indicator Self-Reflection was completed for each of the state priorities (1-Basic Services and Conditions, 2-Implementation of State Standards, 3-Parent Engagement, 6-School Climate, and 7-Access to Broad Course of Study) as part of the analysis and development of year one, 2021-2024 LCAP. The 2021 CA Dashboard will indicate 'met' for each of the indicators upon release to the public in the fall.

2022-2023

As year three ended, we definitely have areas to highlight.

1) We reclassified 6 (25%) of our EL students.

2) We have come up with a streamlined process for enrolling our students into CTE (Career Technical Education) and Dual Enrollment.

3) We increased our SEL Program.

4) We continue to show strong attendance rate (96%) and suspension/expulsion rate (0%)

5) We meet the local indicators.

## Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

2021-2022

Again, as a new school, we have not received School Dashboard Data.

With the support of our internal data, we do know we have learning loss and a need for RTI. Although there has been an increase in learning, there is still a gap that needs addressing.

To address it, we are providing an individual learning path of intervention for any student in Tier 2 or Tier 3. In addition, there will be additional tutoring along with an intervention specialist hired. More specifics are mentioned in our 2021-2022 goals.

To address our growth in graduation rate, we are working on providing credit recovery in the summers and additional intervention and counseling support for students that have credit deficiencies.

To address our parent engagement, we are holding additional meetings to engage and educate our families.

Lastly, we are looking to improve our CCR and SEL programs.

We will be providing more education and services to engage our students in college and career pathways along with increasing counseling, school psychologist, SEL offerings.

#### 2022-2023

- 1) We need to execute our CTE and Dual Enrollment process. It is our goal this will improve our 11% CCR Dashboard
- 2) We need more intervention, tutoring, and supports to better perform in ELA and Math (CAASPP). In addition, need to educate our families with why we do this.
- 3) Although we graduated 100% of our seniors, we still fall below the 80% state graduation rate (predicting 65%--which is a significant improvement from year before). This is due to many of our students coming in with credit deficiencies and it took them a little longer to graduate. The state calculated them as dropouts even though they graduated.

## LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

#### 2021-2022

As we wrap up year 2 as a school, our LCAP was a focused not only feedback from stakeholders, but what will also take the school to the next level. Aligning the two together, we built off our LCP and SARC. Hearing feedback allowed us to align visions and really focus on four main areas:

- 1) Learning loss. This is a big focus for us. We have seen a big drop in academics and gaps needed to be filled. We are providing intervention and support while analyzing and revisiting data. This will push us further in the right direction.
- 2) Learning and school experience is a partnership. Stakeholders need to come together. We believe all students will grow and achieve if given proper support. We are focusing on finding ways to engage our families, students and faculty so we can partner together.



- 3) How can we prepare our students for their future? We want to provide more opportunities for students to see their future and give them a glimpse into their college and careers.
- 4) Graduation. We have had many students enroll with us that have credit deficiencies; therefore, they are not graduating in 4 years of their HS Calpads entry. We are focusing on finding ways to get students engaged and graduated.

2022-2023

As we wrap up our year 3, our LCAP was focused on feedback from Educational Partners. We are aligning our feedback with school dashboard. Here are the main areas of focus:

- 1) Additional tutoring and intervention. Although our academics have seen improvements in certain areas, we still have learning loss.
- 2) Family Engagement. We have had slight improvement in our families involved and we would love to see a bigger growth.
- 3) College & Career Readiness. Aligned with our dashboard needs and family's desires for more electives, we are stream-lining our Career Technical Education (CTE) and Dual Enrollment Program.

## Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

### *Schools Identified*

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

N/A

### *Support for Identified Schools*

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

N/A

### *Monitoring and Evaluating Effectiveness*

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

N/A

# Engaging Educational Partners

A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.

2021-2022

Peak Prep offers stakeholder engagement through meetings, surveys, emails and phone calls. As a result of the COVID-19 Pandemic, we initiated engagement opportunities with our families and community. We do not have a bargaining unit. Stakeholder Engagement included:

We presented a number of opportunities to staff for feedback.

We have reached out to our parents/guardians early summer and late August to give them an opportunity for feedback. In addition, the school survey is still open.

We have held a public hearing and board meetings for others, including the community, to have the opportunity for feedback.

In addition, we've participated in multiple Ventura County and SELPA meetings that included Foster Youth & The LCAP, English Learners & The LCAP, and SELPA Consultation & strengthening services for students with disabilities.

Peak Prep held an Annual Family Engagement Meeting and met with the Parent Advisory Committee and held a public hearing. All meetings for feedback were held virtually via Zoom. Peak prep continues to offer office hours for phone calls, receipt of emails, and options to complete surveys.

For the 2022-2023 school year.

Peak Prep engaged it's educational partners through annual surveys, emails, meetings, and phone calls.

Peak does not have a bargaining unit.

Educational Partner Engagement included:

- 1) Staff Meeting and offered feedback. March 11th, 2022 and May 4th, 2022
- 2) Parent Advisory Committee/School Site Committee presentation and offered feedback. There were no emails or questions that required Director written feedback.
- 3) Called Foster Youth and EL families and asked for feedback.
- 4) Attended all winter & spring IEP meetings to gain feedback.
- 5) Annual Survey to families
- 6) Multiple Ventura County and SELPA meetings that included LCAP focuses on Foster Youth, English Learners, and SELPA consultation & strengthening services for students with disabilities.
- 7) Public Hearing--May 3rd, 2022
- 8) PAC/SSC Meeting: March 11th, 2022 & May 17th, 2022
- 9) Board Adoption--June 27th, 2022

All meetings were held virtually via zoom and Peak continues to offer office hours for phone calls, receipt of emails, and meetings.

#### A summary of the feedback provided by specific educational partners.

##### 2021-2022

Parents would love to see additional tutoring opportunities.  
Faculty would like to see more student engagement and intervention.  
PAC and Faculty would love to see Parent Education Nights that are geared towards various needs of parents.  
Leadership team sees a need for graduation rate increase.

##### 2022-2023

There is a desire for more Intervention and tutoring.  
Parents expressed interest in more Field Trips, extra curricular programs/virtual clubs.  
Families would like to see more elective opportunities.  
Staff and California Department of Education Dashboard indicate more focus on College & Career Readiness (CCR) and Social Emotional Learning (SEL) Opportunities --This would also help with increasing elective opportunities.  
There is an interest in more Professional Development for Parents

#### A description of the aspects of the LCAP that were influenced by specific input from educational partners.

##### 2021-2022

There are four major areas that Peak made a focus:

- 1) Intervention and Tutoring. With an increase in enrollment and every school being virtual, we've seen a need for filling in learning gaps. One goal is specifically designed for intervention.
- 2) Family Engagement. There are multiple ways to engage families that we want to partner more with:
  - a. Getting and providing feedback.
  - b. Continue to provide consistent communication (academics and more).
  - c. Provide more ways of getting involved: PAC meetings, virtual activities, Parent Education Nights, etc.

3) College and Career Readiness: Educating and encouraging students about opportunities. Not only does this provide additional engagement, but it meets the needs of a CA Dashboard item.

4) Increase Graduation Rate. Data shows an increase in graduation rate, but we would like to make it a focus to increase it.

2022-2023

There are three major areas that Peak will make a bigger focus:

- 1) Intervention and Tutoring
- 2) Family Engagement
- 3) College and Career Readiness

For Intervention (i.e. ILP, 1:1, intervention hours, supplemental) and tutoring we hear the need from faculty, parents and the data. 37% of our Elementary fall below grade level in reading  
29% of our 6th-12th will not meet reading standards.

We will provide hrly stipends for teachers who tutor/provide intervention beyond the school day (afternoons/weekends and hire an additional interventionist. In addition, we are piloting iready curriculum in 4th and 5th grade and providing additional professional development for teachers and parents.

For family engagement, we are providing Parent Square, Care Solace and additional professional development.

For college and career readiness, we analyzed the dashboard data and streamlined our CCR Pathways (i.e. dual enrollment, A-G, CTE Pathways). This also serves as additional elective opportunities for students.

# Goals and Actions

## Goal

Goal #	Description
1	We will build a stronger community by increasing our parent participation by 25% and maintain an average of 4 or higher satisfaction rate.

An explanation of why the LEA has developed this goal.

2021-2022: As an independent learning and new school, it is essential we have parent involvement. We want to make sure our families are engaged and partnering with us. Furthermore, we want to make sure they have a voice in their student's education.

2022-2023: The explanation serves the same as 2021-2022

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Parent Satisfaction Survey will have an average satisfaction rating of between 4-5 on a 5-point scale	2021-2022 Survey Results	4.78 satisfaction rate			4.5 Overall Rating
There will be an increase of 25% parent engagement participation	2021-2022 Survey Result Participation and Attendance Records.	There were 31% of student families represented in the survey.			75% Participation Rate from Parents

## Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Newsletter via Smores	We will provide Monthly Newsletter and Translations (if needed) to provide consistent and timely communication.	\$1,500.00	No

Action #	Title	Description	Total Funds	Contributing
1.2	Parent Education Nights	Our faculty/counselor(s) will provide 9 Parent Education Nights.	\$8,627.00	Yes
1.3	New Website	We will redesign and update our school website to provide timely communication and provide resources to our families. Beyond small maintenance, there is no longer an action for the 2022-2023 LCAP.	\$0.00	No
1.4	Family Events	We will provide activities, such as a cultural fair and parent/teacher conferences, to maintain engagement.	\$8,524.00	Yes
1.5	Parent Square	This is a communication tracker and provides additional communication to families to enhance the school experience. *Added to the 2022-2023 LCAP	\$3,500.00	Yes

## Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

There was no substantive difference in planned actions verses actual implementation. All the plans were streamlined and implemented successfully. As we grow, we see how we can add more action items to support this goal even more.

### Success of Implementation

We were able to implement every action item and the finances associate with it.

### The Challenges of Implementation

For the 2021-2022 school year, there was a 30% reduction to our budget; however, we were able to make everything work.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

This is what we planned for spending in the 2021-2022:\$21,123

This is the Actual spending: \$21,123

An explanation of how effective the specific actions were in making progress toward the goal.

Progress of Action for achieving Goal:

Success of the effectiveness

Smores provided excellent communication with our families for program specific. In addition, it enhanced our communication by allowing each staff member an account so they can reach out to families specifically for their classrooms. Lastly, it is a program that tracked who opens the letter and how many people would read them on a weekly base.

Parent Education Nights and Family Events provided opportunities for our families to learn more about our school and their student experience. It allowed for professional development to parents in regards to support their child. Lastly, it engaged our parents.

Our website drew in over 150 new families and allowed for a landing page for our compliances.

Data 2021-2022

4.78% Parent Satisfaction rate (120 students represented)

Averaged 4-5 families attended family events per month (0 last year)

7 families attended P.A.C/SSC (1 last year)

Highest engagement in communication is with HR teachers and Principal newsletters.

31% of students represented in family survey.

Challenges of the effectiveness.

Peak is hoping to engage more families. Although we increased family involvement, we still have more work to do with involving families and building a stronger community. In addition, we are evolving and adding programs which adds more parent educational needs.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Now that we have implemented and viewed the budget this is what we are going to add for the 2022-2023 school year LCAP:

There are multiple ways to engage families.

Conclusion/Action:

1. The website is complete. Beyond small maintenance, there is no longer an action for the 2022-2023 LCAP.
2. Although we've increased guardian engagement, we need more engagement. Thankfully, our satisfaction rate is solid, but we find more success when our HR teachers engage with families. We increased in parent/guardian involvement over 10%; however, we feel we could get more. Therefore, we are purchasing Parent Square. Parent Square is a communication and organization tool designed to keep families informed and involved in their students learning and school activities. This will help inform families on attendance, track grades, and allow for stronger communication with the classroom teachers. This will engage guardians with school communication and encourage their involvement. Lastly, it will help with strengthening attendance.
3. Getting and providing more feedback. Although we have increased, we could use more.
4. Continue to provide consistent communication (newsletters, academics and more).
5. Provide more ways of getting involved: PAC meetings, virtual activities/field trips, Parent Education Nights, etc.

**A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.**



# Goals and Actions

## Goal

Goal #	Description
2	We will Improve student achievement for all students, especially student groups performing below grade level with the expectation that we will achieve 80% growth of all students.

An explanation of why the LEA has developed this goal.

2021-2022: As a new school that opened in 2019-2020 school year and hit with a pandemic, many families flocked to a virtual school. We have seen many students with a need of learning loss mitigation. With many students below grade level in ELA and Math, we feel it is a top priority.

2022-2023: The explanation serves the same as 2021-2022

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
MAP/Iready Reports-- 80% overall growth in scores.	Spring 2021 Results/Year Growth	Math: 46% growth Reading: 43% growth			80% of students have shown growth
EL Reclassification-- 50% Reclassification	Spring 2020 EL numbers	25% reclassified			80% of our EL students Reclassified
Dashboard "Status"	2022 Dashboard (post-COVID)	Not provided yet.			Green Status

## Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Curriculum and Technology	All students will have access to standard-based curriculum, supplemental resources and technology needed to learn.	\$250,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
2.2	Intervention	Students below grade level will receive individual and personalized learning paths, intervention and/or tutoring. Furthermore, we will be offering additional intervention and tutoring through staff (hrly wage), hiring an additional interventionist, and through support systems like, Gravity Assist.	\$323,006.00	Yes
2.3	Professional Development	Professional Development will be offered for homeroom and classroom teachers that are aligned with the standard-based curriculum, supplemental resources and technology	\$30,000.00	No
2.4	I-Ready Curriculum	Peak is piloting Iready curriculum and diagnostics for grades 4th and 5th. The math and reading curriculum are aligned with the diagnostics and provides direct instruction along with intervention.	\$11,628.00	Yes

## Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

### Success of Implementation

We have 95% participation in our internal assessment and CAASPP.

All EL students completed the ELPAC

### Challenges of Implementation

One of the biggest challenges is getting families and students on board with CAASPP and MAP to assess and understand the need and importance.

Getting students to attend tutoring/intervention in the 6th-12th grade.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

This is what we planned for spending in the 2021-2022: \$575,025

This is the Actual spending: \$510, 772

Peak had a reduction of budget of 30% for the 2021-2022 school year. In addition, the curriculum and technology expenses were less than anticipated with our enrollment.

An explanation of how effective the specific actions were in making progress toward the goal.

#### Success of Effectiveness

We reclassified 25% of our EL students in year one of implementation.

We got 95% participation rate.

Peak falls in the 50 percentile with liked schools for 2020-2021 CAASPP results.

#### Challenges of Effectiveness

We don't get immediate results for CAASPP so it becomes difficult to measure in the moment.

We fall below the CAASPP state numbers in Math and ELA

#### 2021-2022

##### Data:

We've completed ELPAC for all 23 EL students. 6 of the 23 are being reclassified.

NO Dashboard Data at this time.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Now that we have implemented and viewed the budget this is what we are going to add for the 2022-2023 school year LCAP:

We continue to see a need and adding more intervention.

Conclusion/Action:

1. We anticipate we will hit the EL Dashboard status this year; however, we can't conclude MAP reports or EL Reclassification due to results unreported. Technically, for EL, you have to have 30 participating EL students enrolled to get Dashboard color.
2. Adding more intervention
  - -providing hrly stipends for teachers who tutor/provide intervention beyond the school day (afternoons/weekends)
  - -Hiring an additional Interventionist (math)
3. Piloting the Iready Curriculum
4. Professional Development --we continue to find professional development for our teachers and families to support them academically and professionally.
5. In addition, we switched up State Testing this year. One test per day and moving to a huge focus on reading, writing and math.

**A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.**

# Goals and Actions

## Goal

Goal #	Description
3	We will expand the College & Career Readiness (CCR) and Social Emotional Learning (SEL) Programs through increased counselor time, attendance in CCR, SEL, CTE activities and enrollment.

An explanation of why the LEA has developed this goal.

2021-2022: With a wide variety of families, first generation graduates, and a pandemic that led to learning loss, we feel there should be a focus on student academic and social emotional support.

2022-2023: The explanation serves the same as 2021-2022

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
100% of our HS students will meet with our school counselor(s) twice a year	Enrollment/Attendance Records	100% of our HS Students met with school counselors			100% Participation
100% of our HS will have a post-HS plan/10 year plan.	Attendance/Enrollment Roster	25% of HS students have completed their plans, while others have started.			100% of HS will have a plan
College Career Readiness Calculator-Increase 10%	Attendance/Enrollment Roster	We went from 0% to 11.4%			40% Increase in CCR
80% of our 8th-HS students will attend one of the following: info session, CCR	Attendance/Enrollment Roster	25% of our 8th graders have attended an info session and/or taken a CCR			90% Participation

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
course, or personalized career/college plan		course/personalized career/college plan.			
10% increase of students will enroll into CTE courses.	Attendance/Enrollment Roster	We remained the same in CTE enrollments; however, have a plan for Year 2 to increase abundantly.			25% Increase of enrollment in CTE courses

## Actions

Action #	Title	Description	Total Funds	Contributing
3.1	HS Counselor availability	All HS students will have access to the school counselor	\$159,518.00	No
3.2	College & Career Ready Events	Counselor/Teachers will lead college and career ready events, sessions, and other informational support meetings	\$2,123.00	Yes
3.3	HS/Post HS Plan	HR Teachers/Counselors will work with their HS students and create a 10 year post-HS plan.	\$5,308.00	No
3.4	Professional Development	Provide Professional Development for our HR Teachers and Counselor on College & Career Readiness	\$1,000.00	Yes
3.5	Program Supervisor	Stipend dedicated to implement College and Career Program and SEL Program. There will be two separate stipends for the 2022-2023 school year (\$3500 per stipend).	\$7,686.00	Yes

Action #	Title	Description	Total Funds	Contributing
<b>3.6</b>	School Psychologist and SEL offerings	Increase the SEL course offerings and provide a 100% FTE School Psychologist	\$110,046.00	Yes
<b>3.7</b>	Care Solace	As an ongoing commitment to the health, safety, and wellbeing of students, parents and staff, Peak has partnered with Care Solace. Care Solace makes it easier for students, parents and staff to connect with mental health resources and providers within the community.	\$7,500.00	Yes

## Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

### Success of Implementation

We have offered an increase of SEL courses and modules.

We made a small increase towards our CCR dashboard.

We have a plan of implementation for increasing our CCR numbers.

We were able to open counselor availability to focus on counseling and college and career readiness (CCR).

### Challenges of Implementation

The biggest challenge is it takes time to implement and see the improvement we need. It's not a quick fix. Our students come to us with credit deficiencies and we have to get them ready and prepared.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

This is what we planned for spending in the 2021-2022: \$230,033

This is the Actual spending: \$218,110

The school psychologist and SEL offering was lower than anticipated for the 2021-2022 school year. Also, there was less spent on professional development due to free PD and/or needs.

An explanation of how effective the specific actions were in making progress toward the goal.

#### End of 2021-2022 Data

Counselors have met with HS first semester and they are wrapping up second semester

11.4% for the first CCR Dashboard

CTE enrollment did not increase, it remained the same.

9 SEL courses and 66 SEL Modules

#### Success of Effectiveness

Technically, we made an initial 10% increase. We went from 0-11.4%. The biggest success is we have an implementation plan that we feel is a solid step in the right direction that will get our students and CCR dashboard successfully in the right spot.

#### Challenges of Effectiveness

Again, the biggest challenge is it takes time to implement and see the improvement we need. It's not a quick fix. Our students come to us with credit deficiencies and we have to get them ready and prepared.

With student and parent feedback, there is a desire for more electives

As for our Dashboard/CCR data, data demonstrates a need for additional college prep readiness and focus.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Now that we have implemented and viewed the budget this is what we are going to add for the 2022-2023 school year LCAP:

1. We anticipate pushing more pathways to increase this Dashboard items: CTE, college prep; and A-g. Counselors are creating pathways for students
2. In addition, we will embed HS training activities within English courses to ensure all 8th graders meet this requirement.
3. With the A-G grant, offering college courses to HS Seniors and Juniors with ASU Prep.



solidify and implement plans for College Career Readiness and how they meet that requirement.

4. Educating and encouraging students and parents about opportunities within these categories.

Not only does this provide additional engagement, but it meets the needs of a CA Dashboard item

We will take the following action:

Increase the flow of CTE Pathway

Partnering with community college and ASU Prep

Implement CTE Pathways into students HS Plans

Lastly, we are increasing the stipend for CCR and SEL program and making it two separate stipends.. This is imperative to the needs of our school and community.

**A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.**

# Goals and Actions

## Goal

Goal #	Description
4	We will maintain a 95% attendance rate and achieve our graduation rate to 80%.

An explanation of why the LEA has developed this goal.

2021-2022: As a virtual and independent school, our numbers fluctuate and, while we have high expectations for our students, we get students that we have not served before; therefore, we are always striving to engage our students, have clear and high expectations on attendance, and get students to graduate on time. Many times we have students enroll with learning loss and credit deficiencies.

2022-2023: The explanation serves the same as 2021-2022

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
80% Graduation Rate	Graduation Dashboard/Graduation Rate	Estimated to be 65% on the Dashboard; however, we graduated 100% of our seniors.			90% Graduation Rate
95% Attendance Rate	Monthly Attendance Reports/P1,P2 reports	96.48% Attendance Rate			95% Attendance Rate

## Actions

Action #	Title	Description	Total Funds	Contributing
4.1	Attendance Clerk	We will add attendance to existing staff members to focus on non-engaged students. In addition, for the 2022-2023 school year, two clerical attendance positions will be added (1.5 FTE)	\$102,875.00	No

Action #	Title	Description	Total Funds	Contributing
4.2	Graduation Plans	Counselors will have grad plans and goals with each junior and senior	\$2,123.00	No
4.3	Lower Student/Teacher Ratios	Homeroom Teachers will have a low ratio of students/teacher to maintain school/family relationships	\$111,759.00	Yes
4.4	Summer School Teacher Stipends	Peak will provide summer school teaching stipends for teachers in content areas that would support ESY, credit deficiencies or supporting students to get ahead to meet high school graduation requirements.	\$13,725.00	Yes

## Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

### Success of Implementation

The lower teacher ratios have allowed our team to focus on communication, building family relationships, and understand the needs of the students.

The grad plans were developed to give a longer term focus for students and provide pathways to their success.

### Challenges of Implementation

With the 30% reduction of the budget, there wasn't a need for an attendance clerk, instead the duties were spread out to staff to help focus on disengaged students.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

This is what we planned for spending in the 2021-2022: \$97,419

This is the Actual spending: \$111,449

There was an increase in actual spending due to more expenses with attendance than anticipated.

An explanation of how effective the specific actions were in making progress toward the goal.

Success of Effectiveness

The lower teacher ratios have allowed our team to focus on communication, building family relationships, and understanding the needs of the students. This allowed us to capture more attendance and improve our engagement.

The grad plans were developed to give a longer term focus for students and provide pathways to their success.

The time counselors spent with seniors allowed for the individual push to monitor progress and graduate.

We have averaged a 96.48% attendance rate.

Challenges of Effectiveness

We pushed really hard to get all students to graduate. We were successful at 100% graduation; however, since many of our students enrolled with credit deficiency it took them a little longer to graduate. The CDE dashboard will recognize them as dropouts rather than graduates. Therefore, we are looking at about 65% graduation rate.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Now that we have implemented and viewed the budget this is what we are going to add for the 2022-2023 school year LCAP:

2022-2023 Conclusion/Action:

1. We will offer another summer school for student who need to get ahead or services (i.e CR deficient students, advanced students, and students with disability). Counselors work with students, their high school plans, and homeroom teachers to provide a list of eligible students.
2. We anticipate 80% or higher graduation rate for the 2022-2023 year.
3. In addition, we will be adding a 1.5 FTE clerical position(s) to help and support with attendance.

**A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.**

# Goals and Actions

## Goal

Goal #	Description
5	

An explanation of why the LEA has developed this goal.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24

## Actions

Action #	Title	Description	Total Funds	Contributing

## Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

An explanation of how effective the specific actions were in making progress toward the goal.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

**A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.**

# Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2022-23]

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
\$536,237	

## Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
17.42%	0.00%	\$0.00	17.42%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

## Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

When making and implementing resources, we consider the impact on our students from unique populations. Our School Wide Plan is designed to implement resources that would benefit those unique populations and, in turn, support all students.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

We are increasing many services to help our students, especially our foster youth, English learners, and low-income students.

2021-2022

- 1) School Psychologist to 100%
- 2) Increased counselor availability
- 3) Increased Resources like MyPath, Purposeful Prep (SEL courses), Individual Learning Paths (MAP ILP), EL, Pretesting
- 4) Homeroom Teacher ratios lowered to provide additional support and academic follow up to a smaller group of students
- 5) Intervention Hours

6) Social Emotional Learning Courses- Purposeful Prep provides a variety of supplemental social and emotional support for students who may need additional support.

2022-2023

The services for 2021-2022 will remain in place; however, we are increasing the following services:

- 1) Ellevation Services was purchased to monitor and provide additional resources for our ELL population.
- 2) Iready curriculum and diagnostics was purchased to provide additional intervention and instruction.
- 3) Partnered with Care Solace to provide access to mental health resources and providers to families.
- 4) Parent Square was purchased to enhance communication and provide additional resources for our families.
- 5) We are increasing our intervention hours.
- 6) We are adding two separate stipends for our CCR and SEL program to increase a focus in those areas.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

2022-2023

An additional interventionist/tutoring/academic support will increase our staff providing direct services to our FY, EL and low-income students. Ellevation professional development is provided to increase knowledge and train our students to provide additional resources to our EL students.

Additional hours provided to staff to provide direct services outside of school hours (including intervention and tutoring) to FY, EL and low-income students.

<b>Staff-to-student ratios by type of school and concentration of unduplicated students</b>	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students		0:340
Staff-to-student ratio of certificated staff providing direct services to students		26.93:340



## 2022-23 Total Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$1,026,985.00	\$120,271.00		\$13,192.00	\$1,160,448.00	\$836,570.00	\$323,878.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.1	Newsletter via Smores	All Students with Disabilities	\$1,500.00				\$1,500.00
1	1.2	Parent Education Nights	English Learners Foster Youth Low Income	\$8,627.00				\$8,627.00
1	1.3	New Website	All					\$0.00
1	1.4	Family Events	English Learners Foster Youth Low Income	\$8,524.00				\$8,524.00
1	1.5	Parent Square	English Learners Foster Youth Low Income	\$3,500.00				\$3,500.00
2	2.1	Curriculum and Technology	English Learners Foster Youth Low Income	\$250,000.00				\$250,000.00
2	2.2	Intervention	English Learners Foster Youth Low Income	\$323,006.00				\$323,006.00
2	2.3	Professional Development	All	\$16,808.00			\$13,192.00	\$30,000.00
2	2.4	I-Ready Curriculum	English Learners Foster Youth Low Income	\$11,628.00				\$11,628.00
3	3.1	HS Counselor availability	All	\$159,518.00				\$159,518.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
3	3.2	College & Career Ready Events	English Learners Foster Youth Low Income	\$2,123.00				\$2,123.00
3	3.3	HS/Post HS Plan	All	\$5,308.00				\$5,308.00
3	3.4	Professional Development	English Learners Foster Youth Low Income	\$1,000.00				\$1,000.00
3	3.5	Program Supervisor	English Learners Foster Youth Low Income	\$7,686.00				\$7,686.00
3	3.6	School Psychologist and SEL offerings	English Learners Foster Youth Low Income	\$3,500.00	\$106,546.00			\$110,046.00
3	3.7	Care Solace	English Learners Foster Youth Low Income	\$7,500.00				\$7,500.00
4	4.1	Attendance Clerk	All	\$102,875.00				\$102,875.00
4	4.2	Graduation Plans	All	\$2,123.00				\$2,123.00
4	4.3	Lower Student/Teacher Ratios	English Learners Foster Youth Low Income	\$111,759.00				\$111,759.00
4	4.4	Summer School Teacher Stipends	English Learners Foster Youth Low Income		\$13,725.00			\$13,725.00

## 2022-23 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
\$3,078,722	\$536,237	17.42%	0.00%	17.42%	\$738,853.00	0.00%	24.00 %	<b>Total:</b>	\$738,853.00
								<b>LEA-wide Total:</b>	\$0.00
								<b>Limited Total:</b>	\$0.00
								<b>Schoolwide Total:</b>	\$738,853.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.2	Parent Education Nights	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$8,627.00	
1	1.4	Family Events	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$8,524.00	
1	1.5	Parent Square	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$3,500.00	
2	2.1	Curriculum and Technology	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$250,000.00	
2	2.2	Intervention	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$323,006.00	
2	2.4	I-Ready Curriculum	Yes	Schoolwide	English Learners Foster Youth Low Income		\$11,628.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
3	3.2	College & Career Ready Events	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$2,123.00	
3	3.4	Professional Development	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$1,000.00	
3	3.5	Program Supervisor	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$7,686.00	
3	3.6	School Psychologist and SEL offerings	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$3,500.00	
3	3.7	Care Solace	Yes	Schoolwide	English Learners Foster Youth Low Income		\$7,500.00	
4	4.2	Graduation Plans				All Schools	\$2,123.00	
4	4.3	Lower Student/Teacher Ratios	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$111,759.00	
4	4.4	Summer School Teacher Stipends	Yes	Schoolwide	English Learners Foster Youth Low Income			

## 2021-22 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	\$958,570.00	\$856,749.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	Newsletter via Smores	No	\$1,500.00	\$1,799
1	1.2	Parent Education Nights	Yes	\$8,418.00	\$8,418
1	1.3	New Website	No	\$5,000.00	\$0
1	1.4	Family Events	Yes	\$6,205.00	\$6,205
2	2.1	Curriculum and Technology	Yes	\$300,000.00	\$234,079
2	2.2	Intervention	Yes	\$274,995.00	\$249,965
2	2.3	Professional Development	No	\$30,000.00	\$26,728
3	3.1	HS Counselor availability	No	\$106,432.00	\$106,432
3	3.2	College & Career Ready Events	Yes	\$1,851.00	\$1,851
3	3.3	HS/Post HS Plan	No	\$4,627.00	\$4,627

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
3	3.4	Professional Development	Yes	\$10,000.00	\$594
3	3.5	Program Supervisor	Yes	\$5,525.00	\$5,525
3	3.6	School Psychologist and SEL offerings	Yes	\$106,598.00	\$99,081
4	4.1	Attendance Clerk	No	\$0	\$14,340
4	4.2	Graduation Plans	No	\$1,851.00	\$1,851
4	4.3	Lower Student/Teacher Ratios	Yes	\$95,568.00	\$95,254

## 2021-22 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
\$539,321	\$708,562.00	\$605,379.00	\$103,183.00	0.00%	0.00%	0.00%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.2	Parent Education Nights	Yes	\$8,418.00	\$8,418		
1	1.4	Family Events	Yes	\$6,205.00	\$6,205		
2	2.1	Curriculum and Technology	Yes	\$300,000.00	\$234,079		
2	2.2	Intervention	Yes	\$274,995.00	\$249,965		
3	3.2	College & Career Ready Events	Yes	\$1,851.00	\$1,851		
3	3.4	Professional Development	Yes	\$10,000.00	\$594		
3	3.5	Program Supervisor	Yes	\$5,525.00	\$5,525		
3	3.6	School Psychologist and SEL offerings	Yes	\$6,000.00	\$3,497		
4	4.3	Lower Student/Teacher Ratios	Yes	\$95,568	\$95,245		

## 2021-22 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
\$3,012,638	\$539,321	0	17.90%	\$605,379.00	0.00%	20.09%	\$0.00	0.00%



# Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

*For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at [lcff@cde.ca.gov](mailto:lcff@cde.ca.gov).*

## Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
  - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).
  - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
  - Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).

The LCAP template, like each LEA’s final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity’s budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for educational partners and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA’s diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the California School Dashboard (Dashboard), how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions that the LEA believes, based on input gathered from educational partners, research, and experience, will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.

## Plan Summary

### Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

## Requirements and Instructions

**General Information** – Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

**Reflections: Successes** – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, input from educational partners, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

**Reflections: Identified Need** – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the “Red” or “Orange” performance category or any local indicator where the LEA received a “Not Met” or “Not Met for Two or More Years” rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? An LEA that is required to include a goal to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

**LCAP Highlights** – Identify and briefly summarize the key features of this year's LCAP.

**Comprehensive Support and Improvement** – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

## Engaging Educational Partners

## Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (*EC Section 52064[e][1]*). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the educational partners that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc/>.

## Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for engagement of educational partners in the LCAP development process:

### **Local Control and Accountability Plan:**

For county offices of education and school districts only, verify the LEA:

- a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.
- b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.

- c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.
- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

**Prompt 1:** “A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.”

Describe the engagement process used by the LEA to involve educational partners in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required educational partners as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA’s philosophical approach to engaging its educational partners.

**Prompt 2:** “A summary of the feedback provided by specific educational partners.”

Describe and summarize the feedback provided by specific educational partners. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from educational partners.

**Prompt 3:** “A description of the aspects of the LCAP that were influenced by specific input from educational partners.”

A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the educational partner feedback described in response to Prompt 2. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, “aspects” of an LCAP that may have been influenced by educational partner input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions

- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures
- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

## Goals and Actions

### Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

### Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

### **Focus Goal(s)**

**Goal Description:** The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

**Explanation of why the LEA has developed this goal:** Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

### **Broad Goal**

**Goal Description:** Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

**Explanation of why the LEA has developed this goal:** Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

### **Maintenance of Progress Goal**

**Goal Description:** Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

**Explanation of why the LEA has developed this goal:** Explain how the actions will sustain the progress exemplified by the related metrics.

### **Required Goals**

In general, LEAs have flexibility in determining what goals to include in the LCAP and what those goals will address; however, beginning with the development of the 2022–23 LCAP, LEAs that meet certain criteria are required to include a specific goal in their LCAP.

**Consistently low-performing student group(s) criteria:** An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE’s Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Consistently low-performing student group(s) goal requirement:** An LEA meeting the consistently low-performing student group(s) criteria must include a goal in its LCAP focused on improving the performance of the student group or groups that led to the LEA’s eligibility for Differentiated

Assistance. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, this student group or groups. An LEA required to address multiple student groups is not required to have a goal to address each student group; however, each student group must be specifically addressed in the goal. This requirement may not be met by combining this required goal with another goal.

- **Goal Description:** Describe the outcomes the LEA plans to achieve to address the needs of, and improve outcomes for, the student group or groups that led to the LEA's eligibility for Differentiated Assistance.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the student group(s) that lead to the LEA being required to develop this goal, how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the student group(s), and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes identified in the goal description.

**Low-performing school(s) criteria:** The following criteria only applies to a school district or COE with two or more schools; it does not apply to a single-school district. A school district or COE has one or more schools that, for two consecutive years, received the two lowest performance levels on all but one of the state indicators for which the school(s) receive performance levels in the Dashboard and the performance of the "All Students" student group for the LEA is at least one performance level higher in all of those indicators. A list of the LEAs required to include a goal in the LCAP based on school performance, and the school(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Low-performing school(s) goal requirement:** A school district or COE meeting the low-performing school(s) criteria must include a goal in its LCAP focusing on addressing the disparities in performance between the school(s) and the LEA as a whole. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, the students enrolled at the low-performing school or schools. An LEA required to address multiple schools is not required to have a goal to address each school; however, each school must be specifically addressed in the goal. This requirement may not be met by combining this goal with another goal.
- **Goal Description:** Describe what outcomes the LEA plans to achieve to address the disparities in performance between the students enrolled at the low-performing school(s) and the students enrolled at the LEA as a whole.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the schools(s) that lead to the LEA being required to develop this goal; how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

### **Measuring and Reporting Results:**

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.



Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g., high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–21 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g., graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric:** Indicate how progress is being measured using a metric.
- **Baseline:** Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome:** When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome:** When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome:** When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023–24:** When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Enter information in this box when completing the LCAP for <b>2021–22</b> .	Enter information in this box when completing the LCAP for <b>2021–22</b> .	Enter information in this box when completing the LCAP for <b>2022–23</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2023–24</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2024–25</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2021–22</b> or when adding a new metric.

The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

**Actions:** Enter the action number. Provide a short title for the action. This title will also appear in the action tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No. (**Note:** for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

**Actions for English Learners:** School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC* Section 306, provided to students and professional development activities specific to English learners.

**Actions for Foster Youth:** School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

## Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.
- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

## Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

### Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

### Requirements and Instructions

***Projected LCFF Supplemental and/or Concentration Grants:*** Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of low income, foster youth, and English learner students.

**Projected Additional LCFF Concentration Grant (15 percent):** Specify the amount of additional LCFF concentration grant add-on funding, as described in EC Section 42238.02, that the LEA estimates it will receive in the coming year.

**Projected Percentage to Increase or Improve Services for the Coming School Year:** Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

**LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

**LCFF Carryover — Dollar:** Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

**Total Percentage to Increase or Improve Services for the Coming School Year:** Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEAs percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 CCR Section 15496(a)(7).

#### **Required Descriptions:**

**For each action being provided to an entire school, or across the entire school district or COE, an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.**

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 CCR Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

**Principally Directed and Effective:** An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA's goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7 percent lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action[s])

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100 percent attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

**COEs and Charter Schools:** Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

## **For School Districts Only:**

### **Actions Provided on an LEA-Wide Basis:**

***Unduplicated Percentage > 55 percent:*** For school districts with an unduplicated pupil percentage of 55 percent or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

***Unduplicated Percentage < 55 percent:*** For school districts with an unduplicated pupil percentage of less than 55 percent, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

### **Actions Provided on a Schoolwide Basis:**

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

**For schools with 40 percent or more enrollment of unduplicated pupils:** Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

**For school districts expending funds on a schoolwide basis at a school with less than 40 percent enrollment of unduplicated pupils:** Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

**A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.**

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided on an LEA-wide or schoolwide basis or provided on a limited basis to unduplicated students. A limited action is an action that only serves foster youth, English learners, and/or low-income students. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

For any action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage. See the instructions for determining the Planned Percentage of Improved Services for information on calculating the Percentage of Improved Services.

**A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.**

An LEA that receives the additional concentration grant add-on described in EC Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.

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

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of full time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

## Action Tables

Complete the Data Entry Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Data Entry Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. With the exception of the Data Entry Table, the word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)

- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2022–23 LCAP, 2022–23 will be the coming LCAP Year and 2021–22 will be the current LCAP Year.

## Data Entry Table

The Data Entry Table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included. In the Data Entry Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF apportionment calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will receive on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —



Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:
  - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
  - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
  - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
  - **Note:** For an action to contribute towards meeting the increased or improved services requirement it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
  - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Service for the action.

## Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the ‘Contributing to Increased or Improved Services?’ column will need to be checked to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses.

## Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

## Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
  - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

## LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

## Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

### Contributing Actions Table

- 4. Total Planned Contributing Expenditures (LCFF Funds)
  - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column
- 5. Total Planned Percentage of Improved Services
  - This percentage is the total of the Planned Percentage of Improved Services column
- Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)
  - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

### Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- 6. Estimated Actual LCFF Supplemental and Concentration Grants
  - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- 4. Total Planned Contributing Expenditures (LCFF Funds)
  - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)

- 7. Total Estimated Actual Expenditures for Contributing Actions
  - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds)
- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
  - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4)
- 5. Total Planned Percentage of Improved Services (%)
  - This amount is the total of the Planned Percentage of Improved Services column
- 8. Total Estimated Actual Percentage of Improved Services (%)
  - This amount is the total of the Estimated Actual Percentage of Improved Services column
- Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
  - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8)

### **LCFF Carryover Table**

- 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)
  - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)
  - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- 12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)
  - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- 13. LCFF Carryover — Percentage (12 divided by 9)
  - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education  
January 2022

## **Peak Prep Pleasant Valley**

2150 Pickwick Drive, #304

Camarillo, CA 93010

Phone (855) 900-PEAK

[www.peak-prep.org](http://www.peak-prep.org)



**2022-23 Adopted**

### **Budget Detail**

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***Peak Prep Pleasant Valley***  
***2022-23 Adopted***  
***Budget Detail***  
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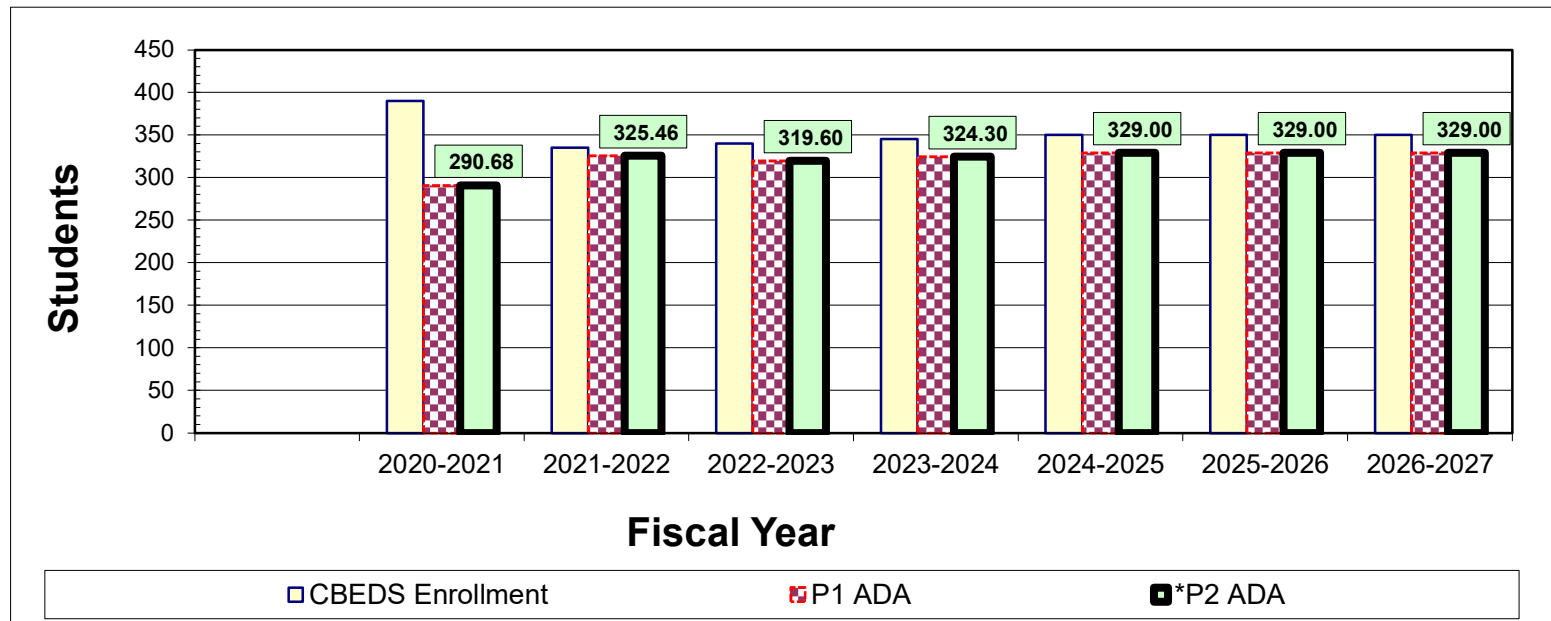


Peak Prep Pleasant Valley																				
Fiscal Year	K	1st	2nd	3rd	K-3	4th	5th	6th	4-6	7th	8th	7-8	9th	10th	11th	12th	9-12	Total	Incr/ (Decr) from PY	% Change
2020-21 CBEDS Enroll	15	16	16	22	69	19	14	17	50	25	43	68	36	57	48	62	203	390	-7	-1.76%
2021-22 CBEDS Enroll	17	14	19	17	67	21	16	18	55	25	30	55	34	31	52	41	158	335	-55	-14.10%
2021-22 Current. Enroll	27	18	17	19	81	24	21	19	64	33	31	64	41	38	53	33	165	374	-16	-4.10%
2022-23 Est. Enroll	15	11	11	15	52	50	50	17	117	15	30	45	15	26	47	38	126	340	-34	-9.09%
2023-24 Est. Enroll	15	11	11	15	52	50	50	22	122	15	30	45	15	26	47	38	126	345	5	1.47%
2024-25 Est. Enroll	15	11	11	15	52	50	50	27	127	15	30	45	15	26	47	38	126	350	5	1.45%
2025-26 Est. Enroll	15	11	11	15	52	50	50	27	127	15	30	45	15	26	47	38	126	350	0	0.00%
2026-27 Est. Enroll	15	11	11	15	52	50	50	27	127	15	30	45	15	26	47	38	126	350	0	0.00%

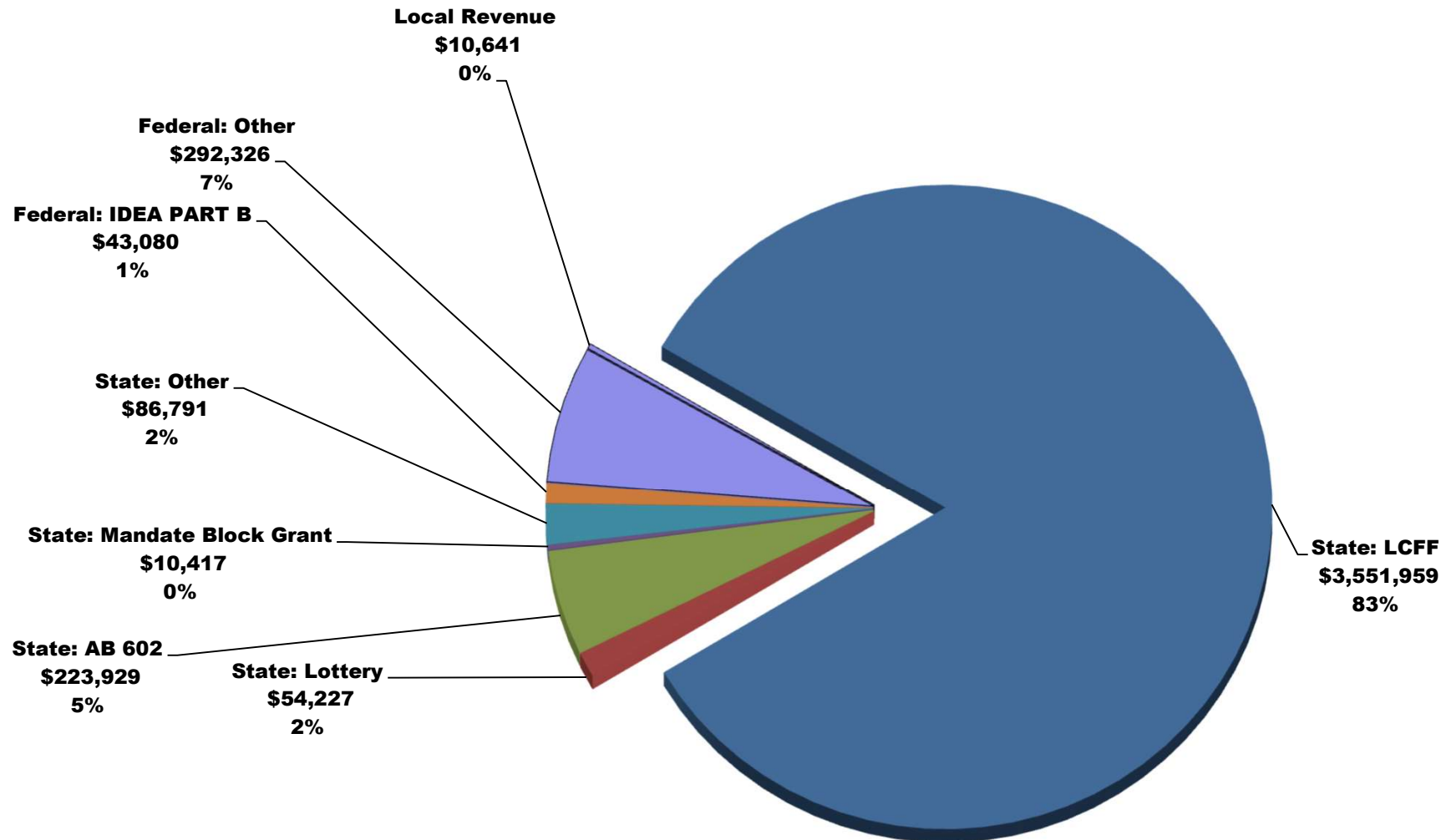
2020-21 P2 ADA	5.71	6.67	10.67	8.44	31.49	6.54	9.28	13.79	29.61	27.95	24.88	52.82	40.41	52.89	46.46	36.99	176.76	290.68
2021-22 CBEDS ADA	15.98	13.16	17.86	15.98	62.98	19.74	15.04	16.92	51.70	23.50	28.20	51.70	31.96	29.14	48.88	38.54	148.52	314.90
2021-22 Current ADA	25.38	16.92	15.98	11.86	70.14	22.56	19.74	10.05	52.35	31.02	22.38	53.40	38.54	35.72	49.82	25.49	149.57	325.46
2022-23 Est. ADA	14.10	10.34	10.34	14.10	48.88	47.00	47.00	15.98	109.98	14.10	28.20	42.30	14.10	24.44	44.18	35.72	118.44	319.60
2023-24 Est. ADA	14.10	10.34	10.34	14.10	48.88	47.00	47.00	20.68	114.68	14.10	28.20	42.30	14.10	24.44	44.18	35.72	118.44	324.30
2024-25 Est. ADA	14.10	10.34	10.34	14.10	48.88	47.00	47.00	25.38	119.38	14.10	28.20	42.30	14.10	24.44	44.18	35.72	118.44	329.00
2025-26 Est. ADA	14.10	10.34	10.34	14.10	48.88	47.00	47.00	25.38	119.38	14.10	28.20	42.30	14.10	24.44	44.18	35.72	118.44	329.00
2026-27 Est. ADA	14.10	10.34	10.34	14.10	48.88	47.00	47.00	25.38	119.38	14.10	28.20	42.30	14.10	24.44	44.18	35.72	118.44	329.00

**Peak Prep Pleasant Valley  
CBEDS Enrollment/P1 Attendance/P2 Attendance (Funded ADA) Trends**

Fiscal Year	CBEDS Enrollment	P1 ADA	*P2 ADA	Incr/(Decr) from Prior Year CBEDS		Incr/(Decr) from Prior Year P2 ADA		Attendance Percentage (P2/CBEDS)
				#	%	#	%	
2020-2021	390	290.68	290.68	(7.00)	-1.76%	-	0.00%	74.53%
2021-2022	335	325.46	325.46	(55.00)	-14.10%	34.78	11.97%	97.15%
2022-2023	340	319.60	319.60	5.00	1.49%	(5.86)	-1.80%	94.00%
2023-2024	345	324.30	324.30	5.00	1.47%	4.70	1.47%	94.00%
2024-2025	350	329.00	329.00	5.00	1.45%	4.70	1.45%	94.00%
2025-2026	350	329.00	329.00	-	0.00%	-	0.00%	94.00%
2026-2027	350	329.00	329.00	-	0.00%	-	0.00%	94.00%

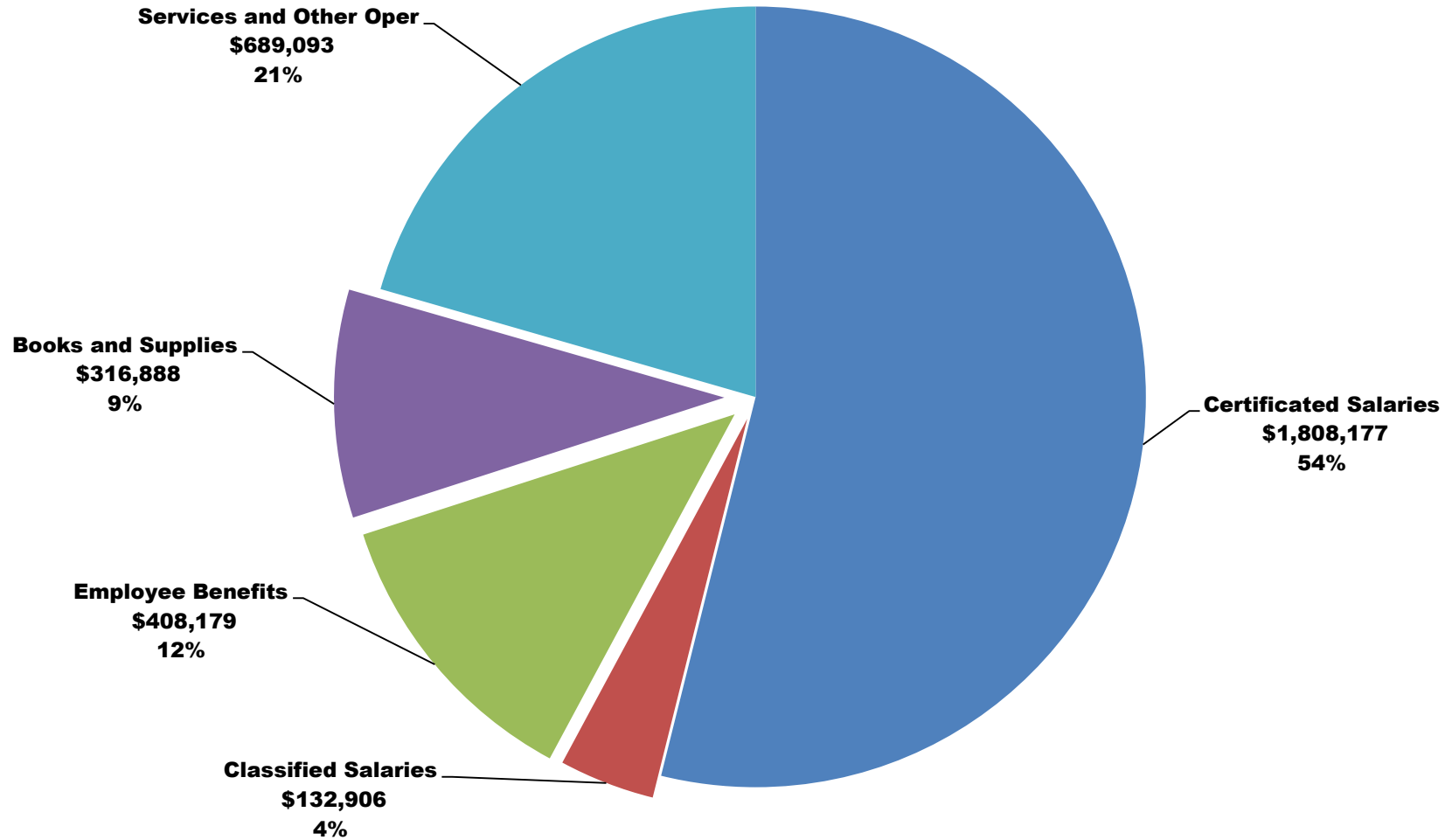


**Peak Prep Pleasant Valley  
2021-22 Revenues  
\$4,273,370  
\$ 13,130 per ADA (325.46)**



	A	B	C	M	P	Q	R	S	T
1	Peak Prep Pleasant Valley								
2	Based on Governor's 2022-23 Budget Proposal								
3				2021/22	2022/23	2022/23 vs 2021/22			
4				Estimated	Adopted	Budget Change		2023/24	2024/25
5	Object	Description	Comments	Actuals	Budget			Budget	Budget
6									
7		<b>LCFF Sources</b>							
8	8011	Local Control Funding Formula		\$ 2,231,418	\$ 2,294,418	\$ 63,000	2.82%	\$ 2,513,462	2,672,781
10	8012	Education Protection Act (Prop 30)		65,092	65,092	-	0.00%	65,092	65,092
11	8019	Local Control Funding Formula	Prior Year Adjustment	(47,268)	-	47,268	-100.00%	-	-
13	8096	In Lieu Taxes		1,255,449	1,255,449	-	0.00%	1,255,449	1,255,449
14	8096	In Lieu Taxes	Prior Year Adjustment	47,268	-	(47,268)	-100.00%	-	-
15		<b>Total LCFF Sources</b>		<b>\$ 3,551,959</b>	<b>\$ 3,614,959</b>	<b>\$ 63,000</b>	<b>1.77%</b>	<b>\$ 3,834,003</b>	<b>\$ 3,993,322</b>
16		<b>Federal Sources</b>							
17	8181	Special Ed	IDEA Part B	\$ 43,080	\$ 43,080	\$ -	0.00%	\$ 43,080	\$ 43,080
18	8290	Federal	ESSER II 3212 (\$28,981)	73,634	28,981	(44,653)	-60.64%	-	-
19	8290	Federal	ESSER III 3213 (\$417,180)	5,711	240,690	234,979	4114.50%	170,779	-
20	8290	Federal	ESSER III 3214 (\$44,814)	60,909	44,814	(16,095)	-26.42%	-	-
21	8290	Federal	Title I, Part A 3010 (includes prior year)	121,235	85,642	(35,593)	-29.36%	85,642	85,642
22	8290	Federal	Title II, Part A 4035 (includes prior year)	20,837	13,192	(7,645)	-36.69%	13,192	13,192
23	8290	Federal	Title IV, Part A 4127	10,000	10,000	-	0.00%	10,000	10,000
24									
25		<b>Total Federal Sources</b>		<b>\$ 335,406</b>	<b>\$ 466,399</b>	<b>\$ 130,993</b>	<b>39.06%</b>	<b>\$ 322,693</b>	<b>\$ 151,914</b>
26		<b>Other State Revenue</b>							
27	8550	Mandate Block Grant		\$ 10,417	\$ 10,182	\$ (235)	-2.26%	\$ 10,617	\$ 10,698
28	8560	Unrestricted Lottery	325.46 ADA x 1.04446 @ \$163	55,409	54,411	(998)	-1.80%	55,211	56,011
29	8560	Unrestricted Lottery	Prior Year Adjustment	(16,226)	-	16,226	-100.00%	-	-
30	8560	Restricted Lottery	325.46 ADA x 1.04446 @ \$65	22,095	21,698	(397)	-1.80%	22,017	22,336
31	8560	Restricted Lottery	Prior Year Adjustment	(7,051)	-	7,051	-100.00%	-	-
32	8590	Other State Revenue	Educator Effectiveness 6266	70,058	-	(70,058)	-100.00%	-	-
33	8590	Other State Revenue	Special Ed ADR 6536	2,534	-	(2,534)	-100.00%	-	-
34	8590	Other State Revenue	Special Ed LRS 6537	14,253	-	(14,253)	-100.00%	-	-
35	8590	Other State Revenue	ELO 7425	(54)	-	54	-100.00%	-	-
38		<b>Total Other State Revenue</b>		<b>\$ 151,435</b>	<b>\$ 86,291</b>	<b>\$ (65,144)</b>	<b>-43.02%</b>	<b>\$ 87,845</b>	<b>\$ 89,045</b>
39		<b>Other Local Revenue</b>							
40	8660	Interest		\$ 5,000	\$ 5,000	\$ -	0.00%	\$ 5,000	\$ 5,000
41	8699	Other Local Revenue	Misc. 0000	3,641	-	(3,641)	-100.00%	-	-
42	8699	Other Local Revenue	VCSSFA Ergo Funds 9003	2,000	2,000	-	0.00%	2,000	2,000
43	8792	Apportionment Transfer Sped	AB 602	223,929	223,929	-	0.00%	223,929	223,929
45		<b>Total Other Local Revenue</b>		<b>\$ 234,570</b>	<b>\$ 230,929</b>	<b>\$ (3,641)</b>	<b>-1.55%</b>	<b>\$ 230,929</b>	<b>\$ 230,929</b>
46		<b>TOTAL REVENUES</b>		<b>\$ 4,273,370</b>	<b>\$ 4,398,578</b>	<b>\$ 125,208</b>	<b>2.93%</b>	<b>\$ 4,475,470</b>	<b>\$ 4,465,210</b>

**Peak Prep Pleasant Valley  
2021-22 Expenditures  
\$3,355,243  
\$10,309 per ADA (325.46)**



	A	B	C	M	P	Q	R	S	T
1	Peak Prep Pleasant Valley								
2	Based on Governor's 2022-23 Budget Proposal								
3				2021/22	2022/23	2022/23 vs 2021/22 Budget			
4				Estimated	Adopted	Change			
5	Object	Description	Comments	Actuals	Budget			2023/24	2024/25
6		<b>Certificated Salaries</b>						Budget	Budget
7	1100	Teachers	23.55 FTE Teachers	\$ 1,246,359	\$ 1,702,217	\$ 455,858	36.58%	\$ 1,676,637	\$ 1,551,847
8	1130	Teachers - Stipends	Lead Teacher, Summer School, McKinney-Vento, College/Career Readiness, Assessment & Diagnostics, CALPADS, 504 Coordinator, SEL, Induction Mentor, Admin, <b>10% Bonus</b>	62,500	250,783	188,283	301.25%	76,000	76,000
9	1200	Certificated Pupil Support	2.0 FTE Counselor, 1.0 FTE Psychologist, 0.375 FTE Speech Pathologist	215,000	290,433	75,433	35.09%	296,484	303,148
10	1300	Administration	1.0 FTE Superintendent, 1.0 FTE Principal	281,818	300,395	18,577	6.59%	292,534	296,665
11	1330	Administrative Stipend	Special Education Admin Stipend	2,500	2,500	-	0.00%	2,500	2,500
13									
14		<b>Total Certificated Salaries</b>		<b>\$ 1,808,177</b>	<b>\$ 2,546,328</b>	<b>\$ 738,151</b>	<b>40.82%</b>	<b>\$ 2,344,155</b>	<b>\$ 2,230,160</b>
15		<b>Classified Salaries</b>							
16	2100	Instructional Aides	0.75 FTE ELO Paraeducator (2021-22)	\$ 20,062	\$ -	\$ (20,062)	-100.00%	\$ -	\$ -
17	2400	Clerical and Office	1.0 FTE Admin Assistant, 1.0 FTE Attendance/Enrollment Specialist, 1.0 FTE Teacher Assistant, 0.50 FTE Attendance Assistant	112,844	194,327	81,483	72.21%	200,093	210,105
18									
19		<b>Total Classified Salaries</b>		<b>\$ 132,906</b>	<b>\$ 194,327</b>	<b>\$ 61,421</b>	<b>46.21%</b>	<b>\$ 200,093</b>	<b>\$ 210,105</b>
20		<b>Benefits</b>							
21	3100	STRS (Retirement)	19.100%	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
22	3200	PERS (Retirement)	25.370%	-	-	-	0.00%	-	-
23	3301	OASDI/Medicare	6.2% OASDI, 1.45% Medicare	131,358	188,444	57,086	43.46%	179,328	170,607
24	3302	OASDI/Medicare	6.2% OASDI, 1.45% Medicare	10,168	14,778	4,610	45.34%	15,307	16,073
25	3401	Health and Welfare	\$10,010 Single, \$15,360 2-Party, \$19,500 Family for full-time employees	201,074	307,754	106,680	53.06%	311,304	292,336
26	3402	Health and Welfare	\$10,010 Single, \$15,360 2-Party, \$19,500 Family for full-time employees	18,955	45,972	27,017	142.53%	48,384	50,688
27	3500	State Unemployment Insurance	0.50%	9,342	13,423	4,081	43.68%	12,721	12,201
28	3600	Workers' Compensation	1.6500%	32,005	45,223	13,218	41.30%	41,980	40,264
29	3900	Miscellaneous Benefits	Life/AD&D, Disability Insurance	5,277	4,194	(1,083)	-20.52%	5,846	5,846
30		<b>Total Benefits</b>		<b>\$ 408,179</b>	<b>\$ 619,788</b>	<b>\$ 211,609</b>	<b>51.84%</b>	<b>\$ 614,870</b>	<b>\$ 588,016</b>
31		<b>Books and Supplies</b>							
32	4100	Textbooks Curriculum	Accelerate, Edgenuity R0000/0709/6300	\$ 222,552	\$ 229,229	\$ 6,677	3.00%	\$ 236,105	243,189
33	4100	Textbooks Curriculum	ELO Summer School/Supplemental SpEd R7425	5,555	5,555	-	0.00%	-	-
34	4300	Materials and Supplies	Office Supplies F2700	2,500	2,575	75	0	2,652	2,732
35	4300	Materials and Supplies	Instructional Supplies R0000/0709/4127, F1000	63,000	64,890	1,890	0	66,837	68,842
36	4300	Materials and Supplies	ESSER II R3212 (Chromebooks)	13,285	-	(13,285)	-100.00%	-	-
37	4300	Materials and Supplies	ESSER III R3213 (Teacher Supplies)	5,711	-	(5,711)	-100.00%	-	-

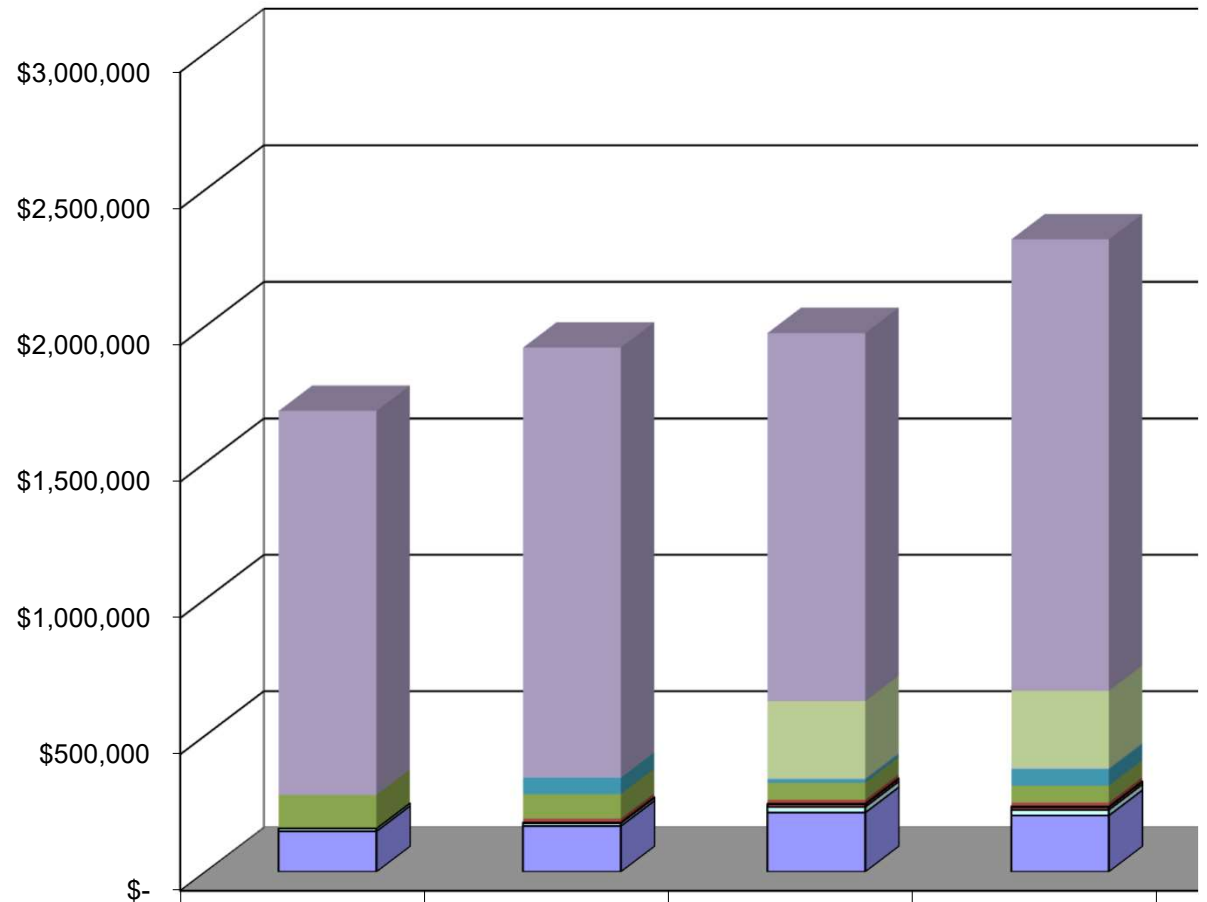
	A	B	C	M	P	Q	R	S	T
1	Peak Prep Pleasant Valley								
2	Based on Governor's 2022-23 Budget Proposal								
3				2021/22	2022/23	2022/23 vs 2021/22 Budget			
4				Estimated	Adopted	Change			
5	<b>Object</b>	<b>Description</b>	<b>Comments</b>	<b>Actuals</b>	<b>Budget</b>			<b>2023/24</b>	<b>2024/25</b>
38	4300	Materials and Supplies	Special Ed R3310/6500	1,004	-	(1,004)	-100.00%	-	-
39	4400	Non-capitalized Equipment	Teacher Laptops R0000/F1000	2,387	-	(2,387)	-100.00%	-	-
40	4400	Non-capitalized Equipment	ESSER II R3212 (Laptop)	894	-	(894)	-100.00%	-	-
42		<b>Total Books and Supplies</b>		<b>\$ 316,888</b>	<b>\$ 302,249</b>	<b>\$ (14,639)</b>	<b>-4.62%</b>	<b>\$ 305,594</b>	<b>\$ 314,762</b>
43		<b>Other Services and Operating</b>							
47	5200	Travel and Conference	Mileage F2700	\$ 5,050	\$ 5,202	\$ 152	3.00%	\$ 5,358	\$ 5,518
48	5220	Travel and Conference	Staff Development F1000 (includes R4035)	18,616	19,174	558	3.00%	19,750	20,342
49	5220	Travel and Conference	Staff Development F2700 (includes R4035)	5,327	5,487	160	3.00%	5,651	5,821
50	5220	Travel and Conference	Staff Development R6266 (Educator Effectiveness)	4,482	26,200	21,718	484.56%	-	-
51	5220	Travel and Conference	Staff Development R6500/F1120	4,200	4,326	126	3.00%	4,456	4,589
52		<b>Total Travel and Conference</b>		<b>\$ 37,675</b>	<b>\$ 60,389</b>	<b>\$ 22,714</b>	<b>60.29%</b>	<b>\$ 35,214</b>	<b>\$ 36,271</b>
53	5300	Dues and Memberships	A Plus, CSDC, NHS	\$ 3,030	\$ 13,385	\$ 10,355	341.75%	\$ 13,787	\$ 14,200
54		<b>Total Dues and Memberships</b>		<b>\$ 3,030</b>	<b>\$ 13,385</b>	<b>\$ 10,355</b>	<b>341.75%</b>	<b>\$ 13,787</b>	<b>\$ 14,200</b>
55									
56	5450	Insurance	Liability Insurance	\$ 20,413	\$ 25,516	\$ 5,103	25.00%	\$ 31,895	\$ 32,852
57		<b>Total Insurance</b>		<b>\$ 20,413</b>	<b>\$ 25,516</b>	<b>\$ 5,103</b>	<b>25.00%</b>	<b>\$ 31,895</b>	<b>\$ 32,852</b>
64	5600	Facilities	Facility Rent F8700	\$ 18,540	\$ 19,096	\$ 556	3.00%	\$ 19,669	\$ 20,259
65		<b>Total Leases, Rentals and Repairs</b>		<b>\$ 18,540</b>	<b>\$ 19,096</b>	<b>\$ 556</b>	<b>3.00%</b>	<b>\$ 19,669</b>	<b>\$ 20,259</b>
66	5800	Professional Services	Other Administrative Services, Graduation, Student Info. Systems, Enrollment, Parsec, Transcripts R0000, F2700	\$ 52,380	\$ 53,951	\$ 1,571	3.00%	\$ 55,570	\$ 57,237
67	5800	Professional Services	General Administration, Marketing R0000, F7200	38,000	39,140	1,140	3.00%	40,314	41,524
68	5800	Professional Services	Oversight Fee 1% R0000, F7600	35,520	36,150	630	1.77%	38,340	39,933
69	5800	Professional Services	Google Suite, Doc Hub, Zoom, GoToMeeting R0000, F1000	9,643	9,932	289	3.00%	10,230	10,537
71	5800	Professional Services	Student Testing Services R0000, F3160	30,300	31,209	909	3.00%	32,145	33,110
72	5800	Professional Services	ESSER II R3212 (Class Technologies)	14,736	-	(14,736)	-100.00%	-	-
73	5800	Professional Services	Special Ed R3310/R6500 - SpEd NPA Consultant	54,483	25,000	(29,483)	-54.11%	25,000	25,000
74	5800	Professional Services	Educator Effectiveness R6266	4,174	9,500	5,326	127.60%	-	-
77	5800	Professional Services	Potential Savings	-	-	-	0.00%	-	-
78	5801	Professional Services	Audit Cost R0000,F7190	25,000	15,000	(10,000)	-40.00%	15,450	15,914
79	5803	Professional Services	BSA Fees R0000, F2700/F7200)	287,734	296,432	8,698	3.02%	301,622	300,929
80	5899	Professional Services	Legal F7100	40,000	30,000	(10,000)	-25.00%	30,000	30,000
81		<b>Total Professional Services</b>		<b>\$ 591,970</b>	<b>\$ 546,315</b>	<b>\$ (45,655)</b>	<b>-7.71%</b>	<b>\$ 548,672</b>	<b>\$ 554,183</b>
82	5901	Communication	Phone	\$ 7,558	\$ 7,785	\$ 227	3.00%	\$ 8,018	\$ 8,259
83	5902	Communication	Phone/Internet	4,907	5,054	147	3.00%	5,206	5,362
84	5903	Communication	Mail Merge	5,000	5,150	150	3.00%	5,305	5,464
85		<b>Total Communication</b>		<b>\$ 17,465</b>	<b>\$ 17,989</b>	<b>\$ 524</b>	<b>3.00%</b>	<b>\$ 18,529</b>	<b>\$ 19,084</b>
86		<b>Total Other Services and Operating</b>		<b>\$ 689,093</b>	<b>\$ 682,690</b>	<b>\$ (6,403)</b>	<b>-0.93%</b>	<b>\$ 667,766</b>	<b>\$ 676,850</b>

	A	B	C	M	P	Q	R	S	T
1	Peak Prep Pleasant Valley								
2	Based on Governor's 2022-23 Budget Proposal								
3	Object	Description	Comments	2021/22	2022/23	2022/23 vs 2021/22 Budget		2023/24	2024/25
4				Estimated	Adopted	Change			
5				Actuals	Budget				
94					TOTAL EXPENDITURES	\$ 3,355,243	\$ 4,345,381		



	A	B	C	M	P	Q	R	S	T	W
1	Peak Prep Pleasant Valley									
2	Based on Governor's 2022-23 Budget Proposal									
3						2022/23 vs 2021/22 Budget Change				
4										
5	Object	Description	2021/22 Estimated Actuals	2022/23 Adopted Budget			2023/24 Budget	2024/25 Budget		
6		REVENUES:	Enrollment 335	Enrollment 340			Enrollment 345	Enrollment 350	Enrollment/ADA - 2021-22: 335/325.46, 2022-23: 340/319.60, 2023-24: 345/324.30, 2024-25: 350/329.00, 2025-26: 350/329.00, 2026-27: 350/329.00	
7	8010-8099	LCFF Sources	\$ 3,551,959	\$ 3,614,959	\$ 63,000	1.77%	\$ 3,834,003	\$ 3,993,322	Local Control Funding Formula 21/22: COLA 5.07% ADJ 0%, 22/23: COLA 5.38% ADJ 0%, 23/24: COLA 4.02% ADJ 0%, 24/25: COLA 2.00% ADJ 0%, 25/26: COLA 2.00% ADJ 0%, 26/27: COLA 2.00% ADJ 0%	
8	8100-8299	Federal Revenue	335,406	466,399	130,993	39.06%	322,693	151,914		
9	8300-8599	Other State	151,435	86,291	(65,144)	-43.02%	87,845	89,045		
10	8600-8799	Other Local	234,570	230,929	(3,641)	-1.55%	230,929	230,929		
11		TOTAL REVENUES	\$ 4,273,370	\$ 4,398,578	\$ 125,208	2.93%	\$ 4,475,470	\$ 4,465,210		
12		EXPENDITURES								
13	1000-1999	Certificated Salaries	\$ 1,808,177	\$ 2,546,328	\$ 738,151	40.82%	\$ 2,344,155	\$ 2,230,160	Teacher FTE - 2021-22: 21.75, 2022-23: 23.55, 2023- 24: 22.55, 2024-25: 20.55, 2025-26: 20.55, 2026-27: 20.55	
14	2000-2999	Classified Salaries	132,906	194,327	61,421	46.21%	200,093	210,105	Clerical FTE - 2021-22: 2.0, 2022-23: 3.5, 2023-24: 3.5, 2024-25: 3.5, 2025-26: 3.5, 2026-27: 3.5	
15	3000-3999	Employee Benefits	408,179	619,788	211,609	51.84%	614,870	588,016		
16	4000-4999	Books and Supplies	316,888	302,249	(14,639)	-4.62%	305,594	314,762		
17	5000-5999	Services and Other Operating	689,093	682,690	(6,403)	-0.93%	667,766	676,850		
20		TOTAL EXPENDITURES	\$ 3,355,243	\$ 4,345,381	\$ 990,138	29.51%	\$ 4,132,478	\$ 4,019,892		
21		NET INCREASE/(DECREASE)	\$ 918,127	\$ 53,197	\$ (864,930)	-94.21%	\$ 342,992	\$ 445,318		
22	9791	Beginning Balance	\$ 1,689,955	\$ 1,921,760	\$ 231,805	13.72%	\$ 1,974,957	\$ 2,317,949		
23	9795	Other Restatements	(686,322)	-	686,322.00	(1.00)	-	-	Accel settlement adjustment to beginning balance	
24		ENDING FUND BALANCE	\$ 1,921,760	\$ 1,974,957	\$ 53,197	2.77%	\$ 2,317,949	\$ 2,763,266		
25		COMPONENTS OF ENDING FUND BALANCE								
26	9797	R6266 Educator Effectivness	\$ 60,081	\$ 11,975	\$ (48,106)	-80.07%	\$ 60,081	\$ -		
27	9797	R6300 Lottery Restricted	-	9,310	9,310	New	9,310	9,310		
28	9797	R6536 State Special Education ADR	2,534	2,534	-	0.00%	2,534	2,534		
29	9797	R6537 State Special Education LRS	14,253	14,253	-	0.00%	14,253	14,253		
30	9797	R7425 Expanded Learning Opportunity	89,882	62,313	(27,569)	-30.67%	62,313	-		
33	9797	R9003 VCSSFA Ergo Funds	2,000	4,000	2,000	100.00%	4,000	4,000		
34	9796	Economic Uncourt. (Greater of 5% or \$65K) 0000	167,762	217,269	49,507	29.51%	206,624	200,995		
35		Economic Uncourt. %	5.00%	5.00%	0.00%	0.00%	5.00%	5.00%		
36	9790	R0060 Mandated Block Grant (includes one- time grant)	10,417	20,599	10,182	97.74%	20,599	20,599		
37	9796	Designated Accel Settlement Payments	-	283,333	283,333	New	283,333	283,333	Payment Plan for Accel Settlement	
38	9790	Undesignated 0000	1,574,831	1,349,371	(225,460)	-14.32%	1,654,902	2,228,242		
39		ENDING FUND BALANCE	\$ 1,921,760	\$ 1,974,957	\$ 53,197	2.77%	\$ 2,317,949	\$ 2,763,266		

## Components of Ending Fund Balance

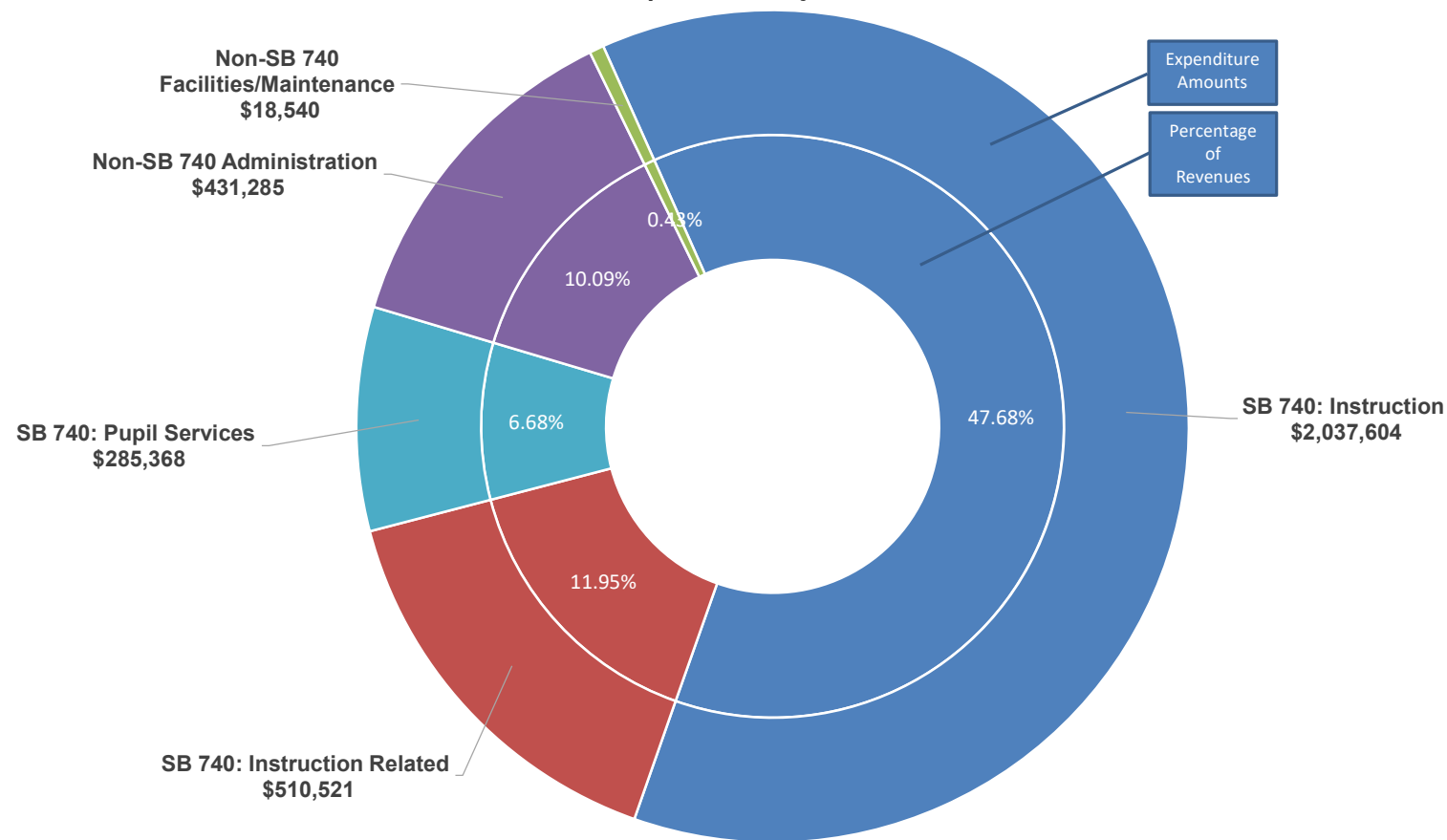


	2020-21	2021-22	2022-23	2023-24	
Undesignated	\$1,408,077	\$1,574,831	\$1,349,371	\$1,654,902	
Accel Settlement	\$-	\$-	\$283,333	\$283,333	
VCSSFA Ergo Funds	\$-	\$2,000	\$4,000	\$4,000	
Educator Effectiveness	\$-	\$60,081	\$11,975	\$60,081	
ELO Grant	\$122,956	\$89,882	\$62,313	\$62,313	

	A	B	D	E	F	G	H	I	J	K
1	Peak Prep Pleasant Valley									
2	ACTUAL EXPENDITURES TO DATE									
3				Actual	Actual	Total	%	%	Balance Remaining	
4			2021-22	Encumbrances	Expenditures	Enc/Exp	Enc.	Exp.		
5	Object	Description	Estimated Actuals	as of 6/15/2022	as of 6/15/2022	as of 6/15/2022	To Date	To Date	Amount	%
6		<b>Certificated Salaries</b>								
7	1000	Certificated Salaries	\$ 1,808,177	\$ 179,411	\$ 1,589,703	\$ 1,769,114	9.92%	87.92%	\$ 39,063	2.16%
8	2000	Classified Salaries	132,906	9,511	103,535	113,046	7.16%	77.90%	19,860	14.94%
9	3000	Employee Benefits	408,179	36,687	371,718	408,405	8.99%	91.07%	(226)	-0.06%
10	4100	Textbooks	228,107	-	222,552	222,552	0.00%	97.56%	5,555	2.44%
11	4200	Books and Other Reference M	-	1,410	-	1,410	New	0.00%	(1,410)	New
12	4300	Materials and Supplies	85,500	4,221	81,905	86,126	4.94%	95.80%	(626)	-0.73%
13	4400	Non-capitalized Equipment	3,281	-	3,281	3,281	0.00%	100.00%	-	0.00%
15	5200	Travel and Conference	37,675	-	48,078	48,078	0.00%	127.61%	(10,403)	-27.61%
16	5300	Memberships and Dues	3,030	-	385	385	0.00%	12.71%	2,645	87.29%
17	5400	Insurance	20,413	-	20,413	20,413	0.00%	100.00%	-	0.00%
19	5600	Rentals, Leases, and Repairs	18,540	-	3,094	3,094	0.00%	16.69%	15,446	83.31%
20	5800	Professional Services	591,970	173,214	304,655	477,869	29.26%	51.46%	114,101	19.27%
21	5900	Communication	17,465	-	17,562	17,562	0.00%	100.56%	(97)	-0.56%
24		<b>TOTAL EXPENDITURES</b>	<b>\$ 3,355,243</b>	<b>\$ 404,454</b>	<b>\$ 2,766,881</b>	<b>\$ 3,171,335</b>	<b>12.05%</b>	<b>82.46%</b>	<b>\$ 183,908</b>	<b>5.48%</b>

	A	B	C	D	E	F	G
1	<b>Peak Prep Pleasant Valley 2021-22</b>						
2	<b>SB 740 Eligible Expenditures</b>						
3							
4		<b>2021/22 Estimated Actuals Budget</b>	<b>Encumbrances as of 6/15/2022</b>	<b>Actual Expenses as of 6/15/2022</b>	<b>2021/22 Actual Enc. And Exp.</b>	<b>Remaining Balance</b>	<b>% Remaining</b>
5							
6	<b>TOTAL REVENUES</b>	<b>\$ 4,273,370</b>			<b>\$ 4,273,370</b>	<b>N/A</b>	<b>N/A</b>
7	<b>Revenue Adjustments</b>	<b>\$ -</b>			<b>\$ -</b>	<b>N/A</b>	<b>N/A</b>
8	<b>REVENUES USED FOR 80% CALCULATION</b>	<b>\$ 4,273,370</b>			<b>\$ 4,273,370</b>	<b>N/A</b>	<b>N/A</b>
9	<b>Less Local (Interest, Fund Raising, Startup)</b>	<b>\$ (10,641)</b>			<b>\$ (10,641)</b>	<b>N/A</b>	<b>N/A</b>
10	<b>Net Revenues (Used for 40% Requirement)</b>	<b>\$ 4,262,729</b>			<b>\$ 4,262,729</b>	<b>N/A</b>	<b>N/A</b>
11	<b>SB 740 ELIGIBLE EXPENDITURES (Functions 1000-4999)</b>						
12	Certificated Salaries	\$ 1,760,177	\$ 175,411	\$ 1,545,703	\$ 1,721,114	\$ 39,063	2.22%
13	Certificated Employee Benefits	367,374	32,926	336,110	369,036	(1,662)	-0.45%
14	Special Education Contracts	54,483	-	60,581	60,581	(6,098)	-11.19%
15	<b>Total SB 740 Cert. Sal\Ben and Spec Ed Contracts</b>	<b>\$ 2,182,034</b>	<b>\$ 208,337</b>	<b>\$ 1,942,394</b>	<b>\$ 2,150,731</b>	<b>\$ 31,303</b>	<b>1.43%</b>
16	<b>Total SB 740 Cert. Sal\Ben and Spec Ed as % of Net Revenue (Excludes Interest, Fund Raising, Startup)</b>	<b>51.19%</b>	<b>Budget Meets 40% Minimum Requirement</b>		<b>50.45%</b>	<b>Actuals Meet 40% Minimum Requirement</b>	
17	Classified Salaries	\$ 132,906	\$ 9,511	\$ 103,535	\$ 113,046	\$ 19,860	14.94%
18	Employee Benefits	32,262	2,950	27,630	30,580	1,682	5.21%
19	Books and Supplies	316,888	5,631	307,738	313,369	3,519	1.11%
21	Services, Other Operating	169,403	12,712	138,820	151,532	17,871	10.55%
23	Reserve for Oxnard Facility Lease	-	-	-	-	-	0.00%
24	<b>Total Other SB 740 Expenditures</b>	<b>\$ 651,459</b>	<b>\$ 30,804</b>	<b>\$ 577,723</b>	<b>\$ 608,527</b>	<b>\$ 42,932</b>	<b>6.59%</b>
25	<b>Total SB 740 EXPENDITURES (Functions 1000-4000)</b>	<b>\$ 2,833,493</b>	<b>\$ 239,141.00</b>	<b>\$ 2,520,117.00</b>	<b>\$ 2,759,258.00</b>	<b>\$ 74,235.00</b>	<b>2.62%</b>
26	<b>Total SB 740 Expenditures as % of Total Revenue</b>	<b>66.31%</b>	<b>Budget DOES NOT Meet 80%</b>		<b>64.57%</b>	<b>Actuals DO NOT Meet 80%</b>	
27	<b>Percentage Over/(Under)</b>	<b>-13.69%</b>			<b>-15.43%</b>		
28	<b>Amount Over/(Under)</b>	<b>\$ (585,203)</b>			<b>\$ (659,437.81)</b>		
29	<b>NON SB 740 EXPENDITURES (Functions 5000-9999)</b>						
30	Certificated Salaries	\$ 48,000	\$ 4,000	\$ 44,000	\$ 48,000	\$ -	0.00%
32	Employee Benefits	8,543	811	7,979	8,790	(247)	-2.89%
34	Services, Other Operating	465,207	160,501	194,786	355,287	109,920	23.63%
37	<b>Total NON SB 740 EXPENDITURES (Functions 5000-9999)</b>	<b>\$ 521,750</b>	<b>\$ 165,312</b>	<b>\$ 246,765</b>	<b>\$ 412,077</b>	<b>\$ 109,673</b>	<b>21.02%</b>
38	<b>Total NON SB 740 Expenditures as % of Total Revenue</b>	<b>12.21%</b>			<b>9.64%</b>		
39	<b>TOTAL EXPENDITURES/ENCUMBRANCES</b>	<b>\$ 3,355,243</b>	<b>\$ 404,453</b>	<b>\$ 2,766,882</b>	<b>\$ 3,171,335</b>	<b>\$ 183,908</b>	<b>5.48%</b>
40	<b>NET INCREASE/(DECREASE) IN FUND BALANCE</b>	<b>\$ 918,127</b>			<b>\$ 1,102,035</b>		
41	<b>Beginning Balance</b>	<b>\$ 1,003,633</b>			<b>\$ 1,003,633</b>		
42	<b>ENDING BALANCE</b>	<b>\$ 1,921,760</b>			<b>\$ 2,105,668</b>		

# **Peak Prep Pleasant Valley** **2021-22 Funding Determination SB 740** **Expenditures by Function**



	Object	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	TOTAL
ACTUALS THRU MONTH OF	MAY														
A. BEGINNING CASH		\$ 1,577,951.84	\$ 1,625,193.11	\$ 2,462,392.89	\$ 2,225,626.14	\$ 2,139,895.46	\$ 2,059,069.02	\$ 1,470,590.91	\$ 1,375,568.21	\$ 1,494,157.00	\$ 1,544,542.59	\$ 1,638,362.32	\$ 1,584,354.31		\$ 1,577,951.84
B. RECEIPTS															
LCFF															
LCFF State Aid	8011	56,329.00	56,329.00	101,392.00	101,392.00	101,392.00	101,392.00	101,392.00	180,177.00	180,177.00	180,177.00	180,177.00	-	891,092.00	2,231,418.00
Education Protection Account (EPA)	8012	-	-	14,534.00	-	-	14,534.00	-	-	3,874.00	-	-	-	32,150.00	65,092.00
RevLimStAdPri	8019	-	-	-	-	-	-	-	-	(47,268.00)	-	-	-	-	(47,268.00)
In-Lieu to Charter	8096	-	-	64,650.00	129,300.00	86,200.00	86,200.00	-	172,400.00	86,200.00	71,889.00	35,945.00	35,945.00	486,720.00	1,255,449.00
In-Lieu to Charter (PRY)	8096	-	-	-	-	-	-	-	-	47,268.00	-	-	-	-	47,268.00
IDEA Part B 3310	8181	-	-	-	-	-	-	-	-	-	-	-	-	43,080.00	43,080.00
Title I, Part A 3010	8290	-	-	-	27,799.00	(11,700.26)	-	7,601.00	-	-	-	-	42,778.00	54,757.26	121,235.00
ESSER II Fund 3212	8290	-	-	-	-	-	161,481.00	-	(109,046.30)	-	30,063.00	(30,063.00)	-	21,199.30	73,634.00
ESSER II Fund 3212 PYR	8290	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ESSER III Fund 3213	8290	-	39,058.00	-	-	-	13,803.00	-	-	-	8,235.00	(8,235.00)	-	(47,150.00)	5,711.00
ESSER III Fund 3213 PYR	8290	-	-	-	-	-	-	-	-	-	8,235.00	8,235.00	-	(8,235.00)	-
ESSER III Fund 3214	8290	-	-	-	-	-	-	-	-	-	-	-	-	60,909.00	60,909.00
Title II, Part A 4035	8290	-	2,755.00	(2,755.00)	2,755.00	(620.00)	-	5,510.00	301.00	-	-	-	1,433.00	11,458.00	20,837.00
ESSA Title IV 4127	8290	-	-	-	2,500.00	-	-	-	-	-	-	-	-	7,500.00	10,000.00
Mandated Block Grant	8550	-	-	-	-	-	10,417.00	-	-	-	-	-	-	-	10,417.00
Lottary Unrestricted 1100	8560	-	-	8,772.36	-	(9,820.23)	-	-	(181.57)	9,568.41	-	-	-	30,844.03	39,183.00
Lottary Restricted 6300	8560	-	-	9,580.22	-	(10,304.49)	-	-	(6,326.97)	-	-	-	-	22,095.24	15,044.00
Educator Effectiveness 6266	8590	-	-	-	-	-	-	56,046.00	-	-	-	-	-	14,012.00	70,058.00
SpEd ADR 6536	8590	-	-	-	-	16,787.00	-	-	-	-	-	-	-	(14,253.00)	2,534.00
SpEd LRS 6537	8590	-	-	-	-	-	-	-	-	-	-	-	-	14,253.00	14,253.00
ELO 7425	8590	-	-	-	-	-	-	12,067.00	(12,121.00)	-	-	-	-	-	(54.00)
Interest	8660	-	-	-	1,321.71	-	-	1,274.51	-	-	1,151.55	-	-	1,252.23	5,000.00
Other Local Income	8699	2,000.00	-	3,641.21	-	-	-	-	-	-	-	-	-	(0.21)	5,641.00
AB602 6500	8762	-	-	-	-	-	-	-	-	-	-	-	-	192,578.00	31,351.00
		58,329.00	98,142.00	199,814.79	265,067.71	171,934.02	387,827.00	183,890.51	225,202.16	279,819.41	291,515.55	216,122.00	272,734.00	1,822,971.85	4,273,370.90
C. DISBURSEMENTS															
Certificated Salaries	1000-1999	10,833.34	88,424.78	162,292.72	149,743.74	149,743.74	176,972.16	153,419.33	151,867.06	154,367.06	152,410.59	148,388.66	228,734.39	80,979.43	1,808,177.00
Classified Salaries	2000-2999	4,651.02	9,302.04	9,302.04	9,302.04	9,302.04	9,372.84	9,510.84	9,510.84	9,510.84	9,713.48	9,510.84	9,510.84	24,615.10	132,906.00
Employee Benefits	3000-3999	1,517.47	9,564.45	28,413.10	38,646.76	39,967.25	41,947.88	40,565.17	40,166.05	38,388.01	38,239.46	35,808.84	36,686.89	18,267.67	408,179.00
Supplies	4000-4999	6,480.00	53,479.15	54,608.68	71,745.98	63,656.20	4,029.49	8,121.88	6,141.70	11,495.12	9,668.35	18,054.84	6,337.76	2,838.85	316,888.00
Services	5000-5999	15,190.00	32,106.83	39,450.34	86,661.97	33,002.16	2,030.89	68,721.01	29,192.11	18,918.69	26,426.95	21,259.10	34,454.64	279,678.17	689,092.87
		38,671.83	192,877.25	294,066.88	356,100.49	295,671.39	234,282.46	280,200.23	236,877.76	232,679.72	238,688.83	233,022.28	315,724.52	406,378.22	3,355,242.87
TOTAL DISBURSEMENTS															
INCOME LESS EXPENDITURES		19,657.17	(94,735.25)	(94,252.09)	(91,032.78)	(123,737.37)	153,544.54	(96,309.72)	(11,675.60)	47,139.69	52,826.72	(16,900.28)	(42,990.52)	1,216,592.63	918,127.13
D. PRIOR YEAR TRANSACTIONS															
Cash in Bank	9120	-	5,915.79	-	-	-	-	-	-	-	-	-	-	-	5,915.79
Accounts Receivable	920X	130,450.64	1,004,581.64	45,835.00	-	32,444.98	-	-	121,167.30	(47,268.00)	47,268.00	-	2,751.85	-	1,337,231.41
Prepaid Expenditures	9330	43,981.93	-	-	-	-	-	-	-	-	(3,125.00)	(35,413.25)	38,538.25	-	43,981.93
Accounts Payable	9510-9650	(146,848.47)	(78,562.40)	(188,349.66)	5,302.10	10,465.95	7,977.35	1,287.02	9,097.09	50,513.90	(3,149.99)	(1,694.48)	(27,486.53)	(913,678.00)	(1,275,126.12)
Accounts Payable (Accel Settlement)	9510-9650	-	-	-	-	-	(750,000.00)	-	-	-	-	-	-	63,678.00	(686,322.00)
		27,584.10	931,935.03	(142,514.66)	5,302.10	42,910.93	(742,022.65)	1,287.02	130,264.39	3,245.90	40,993.01	(37,107.73)	13,803.57	(850,000.00)	(574,318.99)
TOTAL PY TRANSACTIONS															
E. NET INCREASE/(DECREASE) (B-C+D)		47,241.27	837,199.78	(236,766.75)	(85,730.68)	(80,826.44)	(588,478.11)	(95,022.70)	118,588.79	50,385.59	93,819.73	(54,008.01)	(29,186.95)	366,592.63	343,808.14
F. ENDING CASH (A+E)		1,625,193.11	2,462,392.89	2,225,626.14	2,139,895.46	2,059,069.02	1,470,590.91	1,375,568.21	1,494,157.00	1,544,542.59	1,638,362.32	1,584,354.31	1,555,167.36		
G. ENDING FUND BALANCE															
ACTUAL CASH BALANCE		\$ 1,625,193.11	\$ 2,462,392.89	\$ 2,225,626.14	\$ 2,139,895.46	\$ 2,059,069.02	\$ 1,470,590.91	\$ 1,375,568.21	\$ 1,494,157.00	\$ 1,544,542.59	\$ 1,638,362.32	\$ 1,584,354.31			
DIFFERENCE		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,555,167.36		

# Adopted Budget Certification

Budget, July 1  
FINANCIAL REPORTS  
2022-23 Budget  
Joint Powers Agency Certification

Charter  
Number: 2062

To the  
chartering  
authority and  
the county  
superintendent  
of schools (or  
only to the  
county  
superintendent  
of schools if  
the county  
board of  
education is  
the chartering  
authority):

2022-23  
CHARTER  
SCHOOL  
BUDGET  
REPORT: This  
report is  
hereby filed  
by the charter  
school  
pursuant to  
Education  
Code Section  
47604.33(a).

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Charter  
School  
Official

(Original  
signature  
required)

Printed Name: Shalen Bishop Title: Executive  
Director

For additional  
information on  
the budget  
report, please  
contact:

Charter  
School  
Contact:

Tami Peterson

Name

Chief Business Official

Title

805-383-1972

Telephone

tpeterson@vcoe.org

E-mail

Address





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G = General  
Ledger Data; S =  
Supplemental  
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Data Supplied For:			
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12	Child Development Fund		
13	Cafeteria Special Revenue Fund		
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15	Pupil Transportation Equipment Fund		
17	Special Reserve Fund for Other Than Capital Outlay Projects		
18	School Bus Emissions Reduction Fund		
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SEAS	Special Education Revenue Allocations Setup (SELPA Selection)		
SIAA	Summary of Interfund Activities - Actuals		

SIAB	Summary of Interfund Activities - Budget
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Fund 620  
Charter Schools  
Enterprise Fund

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	3,551,959.00	3,614,959.00	1.8%
2) Federal Revenue		8100-8299	335,406.00	466,399.00	39.1%
3) Other State Revenue		8300-8599	151,435.00	86,291.00	-43.0%
4) Other Local Revenue		8600-8799	234,570.00	230,929.00	-1.6%
5) TOTAL, REVENUES			4,273,370.00	4,398,578.00	2.9%
<b>B. EXPENSES</b>					
1) Certificated Salaries		1000-1999	1,808,177.00	2,546,328.00	40.8%
2) Classified Salaries		2000-2999	132,906.00	194,327.00	46.2%
3) Employee Benefits		3000-3999	408,179.00	619,788.00	51.8%
4) Books and Supplies		4000-4999	316,888.00	302,249.00	-4.6%
5) Services and Other Operating Expenses		5000-5999	689,093.00	682,689.00	-0.9%
6) Depreciation and Amortization		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			3,355,243.00	4,345,381.00	29.5%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			918,127.00	53,197.00	-94.2%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			918,127.00	53,197.00	-94.2%
<b>F. NET POSITION</b>					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	1,689,955.00	1,921,760.00	13.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,689,955.00	1,921,760.00	13.7%
d) Other Restatements		9795	(686,322.00)	0.00	-100.0%
e) Adjusted Beginning Net Position (F1c + F1d)			1,003,633.00	1,921,760.00	91.5%
2) Ending Net Position, June 30 (E + F1e)			1,921,760.00	1,974,957.00	2.8%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	167,762.00	500,602.00	198.4%
b) Restricted Net Position		9797	161,781.00	104,385.00	-35.5%
c) Unrestricted Net Position		9790	1,592,217.00	1,369,970.00	-14.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
9) Fixed Assets					
a) Land		9410	0.00		
b) Land Improvements		9420	0.00		
c) Accumulated Depreciation - Land Improvements		9425	0.00		
d) Buildings		9430	0.00		
e) Accumulated Depreciation - Buildings		9435	0.00		
f) Equipment		9440	0.00		
g) Accumulated Depreciation - Equipment		9445	0.00		
h) Work in Progress		9450	0.00		
10) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) Long-Term Liabilities					
a) Net Pension Liability		9663	0.00		
b) Total/Net OPEB Liability		9664	0.00		
c) Compensated Absences		9665	0.00		
d) COPs Payable		9666	0.00		
e) Leases Payable		9667	0.00		
f) Lease Revenue Bonds Payable		9668	0.00		
g) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. NET POSITION</b>					
(G10 + H2) - (I7 + J2)			0.00		
<b>LCFF SOURCES</b>					
Principal Apportionment					
State Aid - Current Year		8011	2,231,418.00	2,294,418.00	2.8%
Education Protection Account State Aid - Current Year		8012	65,092.00	65,092.00	0.0%
State Aid - Prior Years		8019	(47,268.00)	0.00	-100.0%
LCFF Transfers					
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	1,302,717.00	1,255,449.00	-3.6%
Property Taxes Transfers		8097	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			3,551,959.00	3,614,959.00	1.8%
<b>FEDERAL REVENUE</b>					
Maintenance and Operations		8110	0.00	0.00	0.0%
Special Education Entitlement		8181	43,080.00	43,080.00	0.0%
Special Education Discretionary Grants		8182	0.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	121,235.00	85,642.00	-29.4%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	20,837.00	13,192.00	-36.7%



Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
Title III, Part A, Immigrant Student Program	4201	8290	0.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	0.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3045, 3060, 3061, 3150, 3155, 3180, 3182, 4037, 4124, 4126, 4127, 4128, 5630	8290	10,000.00	10,000.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	140,254.00	314,485.00	124.2%
TOTAL, FEDERAL REVENUE			335,406.00	466,399.00	39.1%
<b>OTHER STATE REVENUE</b>					
Other State Apportionments					
Special Education Master Plan					
Current Year	6500	8311	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	10,417.00	10,182.00	-2.3%
Lottery - Unrestricted and Instructional Materials		8560	54,227.00	76,109.00	40.4%
After School Education and Safety (ASES)	6010	8590	0.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6690, 6695	8590	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	86,791.00	0.00	-100.0%
TOTAL, OTHER STATE REVENUE			151,435.00	86,291.00	-43.0%
<b>OTHER LOCAL REVENUE</b>					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	5,000.00	5,000.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Transportation Fees From					
Individuals		8675	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
All Other Local Revenue		8699	5,641.00	2,000.00	-64.5%
Tuition		8710	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.0%
Transfers of Apportionments					
Special Education SELPA Transfers					
From Districts or Charter Schools	6500	8791	0.00	0.00	0.0%
From County Offices	6500	8792	223,929.00	223,929.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.0%
Other Transfers of Apportionments					
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
TOTAL, OTHER LOCAL REVENUE			234,570.00	230,929.00	-1.6%
TOTAL, REVENUES			4,273,370.00	4,398,578.00	2.9%
<b>CERTIFICATED SALARIES</b>					
Certificated Teachers' Salaries		1100	1,308,859.00	1,953,000.00	49.2%
Certificated Pupil Support Salaries		1200	215,000.00	290,433.00	35.1%
Certificated Supervisors' and Administrators' Salaries		1300	284,318.00	302,895.00	6.5%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			1,808,177.00	2,546,328.00	40.8%
<b>CLASSIFIED SALARIES</b>					
Classified Instructional Salaries		2100	20,062.00	0.00	-100.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	112,844.00	194,327.00	72.2%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			132,906.00	194,327.00	46.2%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	141,526.00	203,222.00	43.6%
Health and Welfare Benefits		3401-3402	220,029.00	353,726.00	60.8%
Unemployment Insurance		3501-3502	9,342.00	13,423.00	43.7%
Workers' Compensation		3601-3602	32,005.00	45,223.00	41.3%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	5,277.00	4,194.00	-20.5%
TOTAL, EMPLOYEE BENEFITS			408,179.00	619,788.00	51.8%
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	228,107.00	234,784.00	2.9%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	85,500.00	67,465.00	-21.1%
Noncapitalized Equipment		4400	3,281.00	0.00	-100.0%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			316,888.00	302,249.00	-4.6%
<b>SERVICES AND OTHER OPERATING EXPENSES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	37,675.00	60,389.00	60.3%
Dues and Memberships		5300	3,030.00	13,385.00	341.7%
Insurance		5400-5450	20,413.00	25,516.00	25.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	18,540.00	19,096.00	3.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	591,970.00	546,314.00	-7.7%
Communications		5900	17,465.00	17,989.00	3.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			689,093.00	682,689.00	-0.9%
<b>DEPRECIATION AND AMORTIZATION</b>					
Depreciation Expense		6900	0.00	0.00	0.0%
Amortization Expense-Lease Assets		6910	0.00	0.00	0.0%
TOTAL, DEPRECIATION AND AMORTIZATION			0.00	0.00	0.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Tuition					
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments					
Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
Payments to JPAs		7143	0.00	0.00	0.0%
Other Transfers Out					
All Other Transfers		7281-7283	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs		7310	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENSES			3,355,243.00	4,345,381.00	29.5%
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	3,551,959.00	3,614,959.00	1.8%
2) Federal Revenue		8100-8299	335,406.00	466,399.00	39.1%
3) Other State Revenue		8300-8599	151,435.00	86,291.00	-43.0%
4) Other Local Revenue		8600-8799	234,570.00	230,929.00	-1.6%
5) TOTAL, REVENUES			4,273,370.00	4,398,578.00	2.9%
<b>B. EXPENSES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		2,037,604.00	2,800,137.00	37.4%
2) Instruction - Related Services	2000-2999		711,935.00	864,588.00	21.4%
3) Pupil Services	3000-3999		285,368.00	368,776.00	29.2%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		301,796.00	292,784.00	-3.0%
8) Plant Services	8000-8999		18,540.00	19,096.00	3.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			3,355,243.00	4,345,381.00	29.5%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			918,127.00	53,197.00	-94.2%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			918,127.00	53,197.00	-94.2%
<b>F. NET POSITION</b>					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	1,689,955.00	1,921,760.00	13.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,689,955.00	1,921,760.00	13.7%
d) Other Restatements		9795	(686,322.00)	0.00	-100.0%
e) Adjusted Beginning Net Position (F1c + F1d)			1,003,633.00	1,921,760.00	91.5%
2) Ending Net Position, June 30 (E + F1e)			1,921,760.00	1,974,957.00	2.8%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	167,762.00	500,602.00	198.4%
b) Restricted Net Position		9797	161,781.00	104,385.00	-35.5%
c) Unrestricted Net Position		9790	1,592,217.00	1,369,970.00	-14.0%

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
6266	Educator Effectiveness, FY 2021-22	53,166.00	11,975.00
6300	Lottery: Instructional Materials	0.00	9,310.00
6536	Special Ed: Dispute Prevention and Dispute Resolution	2,534.00	2,534.00
6537	Special Ed: Learning Recovery Support	14,253.00	14,253.00
7425	Expanded Learning Opportunities (ELO) Grant	89,828.00	62,313.00
9010	Other Restricted Local	2,000.00	4,000.00
Total, Restricted Net Position		161,781.00	104,385.00

# Average Daily Attendance

Description	2021-22 Estimated Actuals			2022-23 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
<b>C. CHARTER SCHOOL ADA</b>						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools.						
Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
<b>FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.</b>						
<b>1. Total Charter School Regular ADA</b>						
<b>2. Charter School County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
<b>d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>3. Charter School Funded County Program ADA</b>						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
<b>f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.</b>						
<b>5. Total Charter School Regular ADA</b>	325.46	325.46	325.46	319.60	319.60	319.60
<b>6. Charter School County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
<b>d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>7. Charter School Funded County Program ADA</b>						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
<b>f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)</b>	325.46	325.46	325.46	319.60	319.60	319.60
<b>9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)</b>	325.46	325.46	325.46	319.60	319.60	319.60

ESMOE



Section I - Expenditures	Funds 01, 09, and 62			2021-22 Expenditures
	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	3,355,243.00
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	335,406.00
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999	0.00
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	0.00
3. Debt Service	All	9100	5400-5450, 5800, 7430-7439	0.00
4. Other Transfers Out	All	9200	7200-7299	0.00
5. Interfund Transfers Out	All	9300	7600-7629	0.00
6. All Other Financing Uses	All	9100, 9200	7699, 7651	0.00
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999	0.00
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	0.00
9. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2.			
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)				0.00
D. Plus additional MOE expenditures:			1000-7143, 7300-7439	
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All	minus 8000-8699	0.00
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			
E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)				3,019,837.00
Section II - Expenditures Per ADA				2021-22 Annual ADA/Exps. Per ADA
A. Average Daily Attendance (Form A, Annual ADA column, Line C9)				325.46
B. Expenditures per ADA (Line I.E divided by Line II.A)				9,278.67
Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)		Total		Per ADA
A. Base expenditures (Preloaded expenditures from prior year official CDE MOE Calculation) (Note: If the prior year MOE was not met, CDE has adjusted the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)		2,743,843.12		13,485.25
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)		0.00		0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)		2,743,843.12		13,485.25
B. Required effort (Line A.2 times 90%)		2,469,458.81		12,136.73

C. Current year expenditures (Line I.E and Line II.B)	3,019,837.00	9,278.67
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	0.00	2,858.06
E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)	MOE Met	
F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under ESSA covered programs in FY 2023-24 may be reduced by the lower of the two percentages)	0.00%	23.55%
<b>SECTION IV - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)</b>		
<b>Description of Adjustments</b>	<b>Total Expenditures</b>	<b>Expenditures Per ADA</b>
Total adjustments to base expenditures	0.00	0.00

# Lottery Report

Budget, July 1  
2021-22 Unaudited Actuals  
LOTTERY REPORT  
Revenues, Expenditures and  
Ending Balances - All Funds

Description	Object Codes	Lottery: Unrestricted (Resource 1100)	Transferred to Other Resources for Expenditure	Lottery: Instructional Materials (Resource 6300)*	Totals
<b>A. AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>					
1. Adjusted Beginning Fund Balance	9791-9795	0.00		0.00	0.00
2. State Lottery Revenue	8560	39,183.00		15,044.00	54,227.00
3. Other Local Revenue	8600-8799	0.00		0.00	0.00
4. Transfers from Funds of Lapsed/Reorganized Districts	8965	0.00		0.00	0.00
5. Contributions from Unrestricted Resources (Total must be zero)	8980	0.00			0.00
6. Total Available (Sum Lines A1 through A5)		39,183.00	0.00	15,044.00	54,227.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>					
1. Certificated Salaries	1000-1999	34,300.00		0.00	34,300.00
2. Classified Salaries	2000-2999	0.00		0.00	0.00
3. Employee Benefits	3000-3999	4,883.00		0.00	4,883.00
4. Books and Supplies	4000-4999	0.00		15,044.00	15,044.00
5. a. Services and Other Operating Expenditures (Resource 1100)	5000-5999	0.00			0.00
b. Services and Other Operating Expenditures (Resource 6300)	5000-5999, except 5100, 5710, 5800			0.00	0.00
c. Duplicating Costs for Instructional Materials (Resource 6300)	5100, 5710, 5800			0.00	0.00
6. Capital Outlay	6000-6999	0.00		0.00	0.00
7. Tuition	7100-7199	0.00			0.00
8. Interagency Transfers Out					
a. To Other Districts, County Offices, and Charter Schools	7211, 7212, 7221, 7222, 7281, 7282	0.00			0.00
b. To JPAs and All Others	7213, 7223, 7283, 7299	0.00			0.00
9. Transfers of Indirect Costs	7300-7399	0.00			0.00
10. Debt Service	7400-7499	0.00			0.00
11. All Other Financing Uses	7630-7699	0.00			0.00
12. Total Expenditures and Other Financing Uses (Sum Lines B1 through B11 )		39,183.00	0.00	15,044.00	54,227.00
<b>C. ENDING BALANCE (Must equal Line A6 minus Line B12)</b>	979Z	0.00	0.00	0.00	0.00
<b>D. COMMENTS:</b>					

Data from this report will be used to prepare a report to the Legislature as required by Control Section 24.60 of the Budget Act.

\*Pursuant to Government Code Section 8880.4(a)(2)(B) and the definition in Education Code Section 60010(h), Resource 6300 funds are to be used for the purchase of instructional materials only. Any amounts in the shaded cells of this column should be reviewed for appropriateness.

# Technical Review Checks

Budget, July 1  
Budget 2022-23

**Technical Review Checks**

Phase - All

Display - All Technical Checks

**Peak Prep Pleasant Valley**

**Ventura County**

Following is a chart of the various types of technical review checks and related requirements:

**F** - Fatal (Data must be corrected; an explanation is not allowed)

**W/WC** - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)

**O** - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

**IMPORT CHECKS**

**CHECKFUND** - (**Fatal**) - All FUND codes must be valid. **Passed**

**CHK-FUND09-ACTIVITY** - (**Fatal**) - There is no activity in Fund 09. **Passed**

**CHECKRESOURCE** - (**Warning**) - All RESOURCE codes must be valid. **Passed**

**CHK-RS-LOCAL-DEFINED** - (**Fatal**) - All locally defined resource codes must roll up to a CDE defined resource code. **Passed**

**CHECKGOAL** - (**Fatal**) - All GOAL codes must be valid. **Passed**

**CHECKFUNCTION** - (**Fatal**) - All FUNCTION codes must be valid. **Passed**

**CHECKOBJECT** - (**Fatal**) - All OBJECT codes must be valid. **Passed**

**CHK-FUNDxOBJECT** - (**Fatal**) - All FUND and OBJECT account code combinations must be valid. **Passed**

**CHK-FDXRS7690xOB8590** - (**Fatal**) - Funds 19, 57, 63, 66, 67, and 73 with Object 8590, All Other State Revenue, must be used in combination with Resource 7690, STRS-On Behalf Pension Contributions. **Passed**

**CHK-FUNDxRESOURCE** - (**Warning**) - All FUND and RESOURCE account code combinations should be valid. **Passed**

**CHK-FUNDxGOAL** - (**Warning**) - All FUND and GOAL account code combinations should be valid. **Passed**

**CHK-FUNDxFUNCTION-A** - (**Warning**) - All FUND (funds 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations should be valid. **Passed**

**CHK-FUNDxFUNCTION-B** - (**Fatal**) - All FUND (all funds except for 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations must be valid. **Passed**

**CHK-RESOURCExOBJECTA** - (**Warning**) - All RESOURCE and OBJECT (objects 8000 through 9999, except for 9791, 9793, and 9795) account code combinations should be valid. **Passed**

**CHK-RESOURCExOBJECTB - (Informational)** - All RESOURCE and OBJECT(objects 9791, 9793, and 9795) account code combinations should be valid. **Passed**  
Explanation: n/a

**CHK-RES6500XOBJ8091 - (Fatal)** - There is no activity in Resource 6500 (Special Education) with Object 8091 (LCFF Transfers-Current Year) or 8099 (LCFF/Revenue Limit Transfers-Prior Years). **Passed**

**CHK-FUNCTIONxOBJECT - (Fatal)** - All FUNCTION and OBJECT account code combinations must be valid. **Passed**

**CHK-GOALxFUNCTION-A - (Fatal)** - Goal and Function account code combinations (all goals with expenditure objects 1000-7999 in functions 1000-1999 and 4000-5999) must be valid. NOTE: functions not included in the GOALxFUNCTION table (0000, 2000-3999, 6000-6999, 7100-7199, 7210, 8000-8999) are not checked and will pass the TRC. **Passed**

**CHK-GOALxFUNCTION-B - (Fatal)** - General administration costs(functions 7200 - 7999, except 7210) must be direct - charged to an Undistributed, Nonagency, or County Services to Districts goal(Goal 0000, 7100 - 7199, or 8600 - 8699). **Passed**

**SPECIAL-ED-GOAL - (Fatal)** - Special Education revenue and expenditure transactions (resources 3300-3405, and 6500-6540, objects 1000-8999) must be coded to a Special Education 5000 goal or to Goal 7110, Nonagency-Educational. This technical review check excludes Early Intervening Services resources 3307, 3309, 3312, 3318, and 3332. **Passed**

## **GENERAL LEDGER CHECKS**

**INTERFD-DIR-COST - (Fatal)** - Transfers of Direct Costs - Interfund (Object 5750) must net to zero for all funds. **Passed**

**INTERFD-INDIRECT - (Fatal)** - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero for all funds. **Passed**

**INTERFD-INDIRECT-FN - (Fatal)** - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero by function. **Passed**

**INTERFD-IN-OUT - (Fatal)** - Interfund Transfers In (objects 8910-8929) must equal Interfund Transfers Out (objects 7610-7629). **Passed**

**LCFF-TRANSFER - (Fatal)** - LCFF Transfers (objects 8091 and 8099) must net to zero, individually. **Passed**

**INTRA FD-DIR-COST - (Fatal)** - Transfers of Direct Costs (Object 5710) must net to zero by fund. **Passed**

**INTRA FD-INDIRECT - (Fatal)** - Transfers of Indirect Costs (Object 7310) must net to zero by fund. **Passed**

**INTRA FD-INDIRECT-FN - (Fatal)** - Transfers of Indirect Costs (Object 7310) must net to zero by function. **Passed**

**CONTRIB-UNREST-REV - (Fatal)** - Contributions from Unrestricted Revenues (Object 8980) must net to zero by fund. **Passed**

**CONTRIB-RESTR-REV - (Fatal)** - Contributions from Restricted Revenues (Object 8990) must net to zero by fund. **Passed**

**EPA-CONTRIB - (Fatal)** - There should be no contributions (objects 8980-8999) to the Education Protection Account (Resource 1400). **Passed**

**LOTTERY-CONTRIB - (Fatal)** - There should be no contributions (objects 8980-8999) to the lottery (resources 1100 and 6300) or from the Lottery: Instructional Materials (Resource 6300). **Passed**

**PASS-THRU-REV=EXP - (Warning)** - Pass-through revenues from all sources (objects 8287, 8587, and 8697) should equal transfers of pass-through revenues to other agencies (objects 7211 through 7213, plus 7299 for Resource 3327), by fund and resource. **Passed**

**SE-PASS-THRU-REVENUE - (Warning)** - Transfers of special education pass-through revenues are not reported in the general fund for the Administrative Unit of a Special Education Local Plan Area. **Passed**

**EXCESS-ASSIGN-REU - (Fatal)** - Amounts reported in Other Assignments (Object 9780) and/or Reserve for Economic Uncertainties (REU) (Object 9789) should not create a negative amount in Unassigned/Unappropriated (Object 9790) by fund and resource (for all funds except funds 61 through 95). **Passed**

**UNASSIGNED-NEGATIVE - (Fatal)** - Unassigned/Unappropriated Balance (Object 9790) must be zero or negative, by resource, in all funds except the general fund and funds 61 through 95. **Passed**

**UNR-NET-POSITION-NEG - (Fatal)** - Unrestricted Net Position (Object 9790), in restricted resources, must be zero or negative, by resource, in funds 61 through 95. **Passed**

**RS-NET-POSITION-ZERO - (Fatal)** - Restricted Net Position (Object 9797), in unrestricted resources, must be zero, by resource, in funds 61 through 95. **Passed**

**EFB-POSITIVE - (Warning)** - All ending fund balances (Object 979Z) should be positive by resource, by fund. **Passed**

**OBJ-POSITIVE - (Warning)** - All applicable objects should have a positive balance by resource, by fund. **Passed**

**REV-POSITIVE - (Warning)** - Revenue amounts exclusive of contributions (objects 8000-8979) should be positive by resource, by fund. **Passed**

**EXP-POSITIVE - (Warning)** - The following expenditure functions have a negative balance by resource, by fund. (NOTE: Functions, including CDE-defined optional functions, are checked individually, except functions 7200-7600 are combined.) **Exception**

FUND	RESOURCE	FUNCTION	VALUE
62	3010	1000	(\$51,781.00)

Explanation: In the 2022-23 budget, resource 3010 is balanced using object 5710. However, when the books are closed, expenses will be correctly allocated by function, which will eliminate this error.

**CEFB-POSITIVE - (Fatal)** - Components of Ending Fund Balance/Net Position (objects 9700-9789, 9796, and 9797) must be positive individually by resource, by fund. **Passed**

## **EXPORT VALIDATION CHECKS**

**CHK-UNBALANCED-A - (Warning)** - Unbalanced and/or incomplete data in any of the forms should be corrected before an official export is completed. **Passed**

**CHK-UNBALANCED-B - (Fatal)** - Unbalanced and/or incomplete data in any of the forms must be corrected before an official export is completed. **Passed**

**CHK-DEPENDENCY - (Fatal)** - If data has changed that affect other forms, the affected forms must be opened and saved. **Passed**

**VERSION-CHECK - (Warning)** - All versions are current. **Passed**





Budget, July 1  
Estimated Actuals 2021-22  
**Technical Review Checks**  
Phase - All  
Display - All Technical Checks

**Peak Prep Pleasant Valley****Ventura County**

Following is a chart of the various types of technical review checks and related requirements:

**F** - Fatal (Data must be corrected; an explanation is not allowed)

**W/WC** - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)

**O** - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

**IMPORT CHECKS**

<b>CHECKFUND</b> - ( <b>Fatal</b> ) - All FUND codes must be valid.	<b><u>Passed</u></b>
<b>CHK-FUND09-ACTIVITY</b> - ( <b>Fatal</b> ) - There is no activity in Fund 09.	<b><u>Passed</u></b>
<b>CHECKRESOURCE</b> - ( <b>Warning</b> ) - All RESOURCE codes must be valid.	<b><u>Passed</u></b>
<b>CHK-RS-LOCAL-DEFINED</b> - ( <b>Fatal</b> ) - All locally defined resource codes must roll up to a CDE defined resource code.	<b><u>Passed</u></b>
<b>CHECKGOAL</b> - ( <b>Fatal</b> ) - All GOAL codes must be valid.	<b><u>Passed</u></b>
<b>CHECKFUNCTION</b> - ( <b>Fatal</b> ) - All FUNCTION codes must be valid.	<b><u>Passed</u></b>
<b>CHECKOBJECT</b> - ( <b>Fatal</b> ) - All OBJECT codes must be valid.	<b><u>Passed</u></b>
<b>CHK-FUNDxOBJECT</b> - ( <b>Fatal</b> ) - All FUND and OBJECT account code combinations must be valid.	<b><u>Passed</u></b>
<b>CHK-FDXRS7690xOB8590</b> - ( <b>Fatal</b> ) - Funds 19, 57, 63, 66, 67, and 73 with Object 8590, All Other State Revenue, must be used in combination with Resource 7690, STRS-On Behalf Pension Contributions.	<b><u>Passed</u></b>
<b>CHK-FUNDxRESOURCE</b> - ( <b>Warning</b> ) - All FUND and RESOURCE account code combinations should be valid.	<b><u>Passed</u></b>
<b>CHK-FUNDxGOAL</b> - ( <b>Warning</b> ) - All FUND and GOAL account code combinations should be valid.	<b><u>Passed</u></b>
<b>CHK-FUNDxFUNCTION-A</b> - ( <b>Warning</b> ) - All FUND (funds 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations should be valid.	<b><u>Passed</u></b>
<b>CHK-FUNDxFUNCTION-B</b> - ( <b>Fatal</b> ) - All FUND (all funds except for 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations must be valid.	<b><u>Passed</u></b>
<b>CHK-RESOURCExOBJECTA</b> - ( <b>Warning</b> ) - All RESOURCE and OBJECT (objects 8000 through 9999, except for 9791, 9793, and 9795) account code combinations should be valid.	<b><u>Passed</u></b>

**CHK-RESOURCExOBJECTB - (Informational)** - All RESOURCE and OBJECT(objects 9791, 9793, and 9795) account code combinations should be valid. **Passed**  
Explanation: n/a

**CHK-RES6500XOBJ8091 - (Fatal)** - There is no activity in Resource 6500 (Special Education) with Object 8091 (LCFF Transfers-Current Year) or 8099 (LCFF/Revenue Limit Transfers-Prior Years). **Passed**

**CHK-FUNCTIONxOBJECT - (Fatal)** - All FUNCTION and OBJECT account code combinations must be valid. **Passed**

**CHK-GOALxFUNCTION-A - (Fatal)** - Goal and Function account code combinations (all goals with expenditure objects 1000-7999 in functions 1000-1999 and 4000-5999) must be valid. NOTE: functions not included in the GOALxFUNCTION table (0000, 2000-3999, 6000-6999, 7100-7199, 7210, 8000-8999) are not checked and will pass the TRC. **Passed**

**CHK-GOALxFUNCTION-B - (Fatal)** - General administration costs(functions 7200 - 7999, except 7210) must be direct - charged to an Undistributed, Nonagency, or County Services to Districts goal(Goal 0000, 7100 - 7199, or 8600 - 8699). **Passed**

**SPECIAL-ED-GOAL - (Fatal)** - Special Education revenue and expenditure transactions (resources 3300-3405, and 6500-6540, objects 1000-8999) must be coded to a Special Education 5000 goal or to Goal 7110, Nonagency-Educational. This technical review check excludes Early Intervening Services resources 3307, 3309, 3312, 3318, and 3332. **Passed**

**PY-EFB=CY-BFB - (Fatal)** - Prior year ending fund balance (preloaded from last year's unaudited actuals submission) must equal current year beginning fund balance (Object 9791). **Passed**

**PY-EFB=CY-BFB-RES-CH - (Fatal)** - Prior year ending balance (preloaded from last year's unaudited actuals submission) must equal current year beginning balance (Object 9791), by fund and resource. To assist those charter schools that are reporting in SACS for the current year, but reported in the alternative form last year, Charter School Alternative Form prior year ending fund balances have been included in the SACS software to compare to the total of the SACS beginning balances for all resources. **Passed**

## **GENERAL LEDGER CHECKS**

**INTERFD-DIR-COST - (Fatal)** - Transfers of Direct Costs - Interfund (Object 5750) must net to zero for all funds. **Passed**

**INTERFD-INDIRECT - (Fatal)** - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero for all funds. **Passed**

**INTERFD-INDIRECT-FN - (Fatal)** - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero by function. **Passed**

**INTERFD-IN-OUT - (Fatal)** - Interfund Transfers In (objects 8910-8929) must equal Interfund Transfers Out (objects 7610-7629). **Passed**

**DUE-FROM=DUE-TO - (Fatal)** - Due from Other Funds (Object 9310) must equal Due to Other Funds (Object 9610). **Passed**

**LCFF-TRANSFER - (Fatal)** - LCFF Transfers (objects 8091 and 8099) must net to zero, individually. **Passed**

**INTRA-FD-DIR-COST - (Fatal)** - Transfers of Direct Costs (Object 5710) must net to zero by fund. **Passed**

**INTRA-FD-INDIRECT - (Fatal)** - Transfers of Indirect Costs (Object 7310) must net to zero by fund. **Passed**

**INTRA-FD-INDIRECT-FN - (Fatal)** - Transfers of Indirect Costs (Object 7310) must net to zero by function. **Passed**

**CONTRIB-UNREST-REV - (Fatal)** - Contributions from Unrestricted Revenues (Object 8980) must net to zero by fund. **Passed**

**CONTRIB-RESTR-REV - (Fatal)** - Contributions from Restricted Revenues (Object 8990) must net to zero by fund. **Passed**

**EPA-CONTRIB - (Fatal)** - There should be no contributions (objects 8980-8999) to the Education Protection Account (Resource 1400). **Passed**

**LOTTERY-CONTRIB - (Fatal)** - There should be no contributions (objects 8980-8999) to the lottery (resources 1100 and 6300) or from the Lottery: Instructional Materials (Resource 6300). **Passed**

**PASS-THRU-REV=EXP - (Warning)** - Pass-through revenues from all sources (objects 8287, 8587, and 8697) should equal transfers of pass-through revenues to other agencies (objects 7211 through 7213, plus 7299 for Resource 3327), by fund and resource. **Passed**

**SE-PASS-THRU-REVENUE - (Warning)** - Transfers of special education pass-through revenues are not reported in the general fund for the Administrative Unit of a Special Education Local Plan Area. **Passed**

**EXCESS-ASSIGN-REU - (Fatal)** - Amounts reported in Other Assignments (Object 9780) and/or Reserve for Economic Uncertainties (REU) (Object 9789) should not create a negative amount in Unassigned/Unappropriated (Object 9790) by fund and resource (for all funds except funds 61 through 95). **Passed**

**UNASSIGNED-NEGATIVE - (Fatal)** - Unassigned/Unappropriated Balance (Object 9790) must be zero or negative, by resource, in all funds except the general fund and funds 61 through 95. **Passed**

**UNR-NET-POSITION-NEG - (Fatal)** - Unrestricted Net Position (Object 9790), in restricted resources, must be zero or negative, by resource, in funds 61 through 95. **Passed**

**RS-NET-POSITION-ZERO - (Fatal)** - Restricted Net Position (Object 9797), in unrestricted resources, must be zero, by resource, in funds 61 through 95. **Passed**

**EFB-POSITIVE - (Warning)** - All ending fund balances (Object 979Z) should be positive by resource, by fund. **Passed**

**OBJ-POSITIVE - (Warning)** - The following objects have a negative balance by resource, by fund: **Exception**

FUND	RESOURCE	OBJECT	VALUE
62	7425	8590	(\$54.00)
Explanation: The CDE released its allocation for resource 7425 in 2020-21 but adjusted this allocation in 2021-22, which required a negative adjustment to the revenue account.			

**REV-POSITIVE - (Warning)** - In the following resources, total revenues exclusive of contributions (objects 8000-8979) are negative, by fund: **Exception**

FUND	RESOURCE	VALUE
62	7425	(\$54.00)
Explanation: The CDE released its allocation for resource 7425 in 2020-21 but adjusted this allocation in 2021-22, which required a negative adjustment to the revenue account.		

**EXP-POSITIVE - (Warning)** - Expenditure amounts (objects 1000-7999) should be positive by function, resource, and fund. **Passed**

**AR-AP-POSITIVE - (Warning)** - Accounts Receivable (Object 9200), Due from Other Funds (Object 9310), Accounts Payable (Object 9500), and Due to Other Funds (Object 9610) should have a positive balance by resource, by fund.

**Passed**

**CEFB-POSITIVE - (Fatal)** - Components of Ending Fund Balance/Net Position (objects 9700-9789, 9796, and 9797) must be positive individually by resource, by fund.

**Passed**

**NET-INV-CAP-ASSETS - (Warning)** - If capital asset amounts are imported/keyed, objects 9400-9489, (Capital Assets) in funds 61-95, then an amount should be recorded for Object 9796 (Net Investment in Capital Assets) within the same fund.

**Passed**

## **SUPPLEMENTAL CHECKS**

**ASSET-ACCUM-DEPR-NEG - (Fatal)** - In Form ASSET, accumulated depreciation and amortization for governmental and business-type activities must be zero or negative.

**Passed**

**DEBT-ACTIVITY - (Informational)** - If long-term debt exists, there should be activity entered in the Schedule of Long-Term Liabilities (Form DEBT) for each type of debt.

**Passed**

**DEBT-POSITIVE - (Fatal)** - In Form DEBT, long-term liability ending balances must be positive.

**Passed**

## **EXPORT VALIDATION CHECKS**

**CHK-UNBALANCED-A - (Warning)** - Unbalanced and/or incomplete data in any of the forms should be corrected before an official export is completed.

**Passed**

**CHK-UNBALANCED-B - (Fatal)** - Unbalanced and/or incomplete data in any of the forms must be corrected before an official export is completed.

**Passed**

**CHK-DEPENDENCY - (Fatal)** - If data has changed that affect other forms, the affected forms must be opened and saved.

**Passed**

**VERSION-CHECK - (Warning)** - All versions are current.

**Passed**

**Peak Prep Pleasant Valley**  
**Proposition 30 Spending Plan for Fiscal Year 2022-23**



**Background**

Proposition 30, The Schools and Local Public Safety Protection Act of 2012, approved by the voters on November 6, 2012, temporarily increases the states sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers.

The revenues generated from Proposition 30 are deposited into a state fund called the Education Protection Account (EPA). School districts, county offices of education, and charter schools (LEAs) will receive funds from the EPA based on their proportionate share of the Local Control Funding Formula (LCFF) amount. **A corresponding reduction is made to an LEA or charter school's LCFF state aid equal to the amount of their EPA entitlement. LEAs will receive EPA payments quarterly.**

Proposition 30 specifies that LEAs may not use EPA funds for salaries or benefits of administrators or any other administrative costs. The CDE has interpreted that administrative costs, as used in Proposition 30, means anything defined as administration in the California School Accounting Manual. Administrative costs include general administration, school administration, and instructional administration:

- \* General administration refers to agency-wide administrative activities including governing board, superintendent, district-level fiscal, personnel, and central support services.*
- \* School administration refers to activities concerned with directing and managing the operation of a particular school.*
- \* Instructional administration refers to activities for assisting instructional staff in planning, developing, and evaluating the process of providing learning experiences for students.*

The language of Proposition 30 requires that each LEA " . . . shall have sole authority to determine how the moneys received from the Education Protection Account are spent in the school or schools within its jurisdiction, provided, however, that the appropriate governing board or body shall make these spending determinations in open session of a public meeting of the governing board or body and shall not use any of the funds from the Education Protection Account for salaries or benefits of administrators or any other administrative costs."

Proposition 30 requires all districts, counties, and charter schools to report on their Web sites an accounting of how much money was received from the EPA and how that money was spent.

**Peak Prep Pleasant Valley**  
**Proposition 30 Spending Plan for Fiscal Year 2022-23**



Object	Object Description	CSAM Function	Use of Funds (Resource 1400)	2022-23 Budget	2022-23 Actuals	Balance
8012	Prop 30 Revenues	0000	Revenues will be received quarterly	65,092	-	65,092
<b>Total Revenues</b>				<b>65,092</b>	<b>-</b>	<b>65,092</b>
1100	Teacher Salaries	1000	Teacher salaries are an appropriate use of funds	65,092	-	65,092
Certificated Salaries						
3301	Medicare/OASDI	1000	Teacher benefits and labor related costs are an appropriate use of funds	-	-	-
3501	SUI	1000	Teacher benefits and labor related costs are an appropriate use of funds	-	-	-
3601	Workers' Compensation	1000	Teacher benefits and labor related costs are an appropriate use of funds	-	-	-
Employee Benefits				-	-	-
4300	Instructional Supplies	1000		-		-
5800	Instructional Services	1000		-		-
Non Salary Expenses				-	-	-
<b>Total Expenses</b>				<b>65,092</b>	<b>-</b>	<b>65,092</b>
						-
<b>Remaining Balance</b>				<b>-</b>	<b>-</b>	<b>-</b>

**PEAK PREP PLEASANT VALLEY  
ADMINISTRATIVE SALARY SCHEDULE  
2022 - 2023**

POSITION	SCHEDULE	# OF DAYS	RATE	ED/01
EXECUTIVE DIRECTOR CONTRACT DAYS	ED220	1.0 FTE 220	ANNUAL Daily	\$168,000.00 \$763.64

POSITION	SCHEDULE	# OF DAYS	RATE	P/01	P/02	P/03	P/04	P/05	P/06
PRINCIPAL CONTRACT DAYS	PRINCIP	1.0 FTE 200	ANNUAL Daily	\$105,000.00 \$525.00	\$115,395.00 \$576.98	\$119,534.00 \$597.67	\$123,665.00 \$618.33	\$127,824.00 \$639.12	\$131,920.00 \$659.60

Health and Welfare Annual Cap (1.0 FTE employees only): Single - \$10,010, 2-Party - \$15,360, Family - \$19,500

EFFECTIVE : July 1, 2022

BOARD ADOPTED:

REVISED: June 4, 2022



**PEAK PREP PLEASANT VALLEY  
CERTIFICATED TEACHER SALARY SCHEDULE  
2022 - 2023**

STEP	01/CL1 CLASS 1 BACHELOR'S DEGREE	01/CL2 CLASS II BA PLUS 30 MA	01/CL3 CLASS III BA PLUS 45 MA PLUS 5	01/CL4 CLASS IV BA PLUS 60 MA PLUS 20	01/CL5 CLASS V BA PLUS 75 PLUS MA MA PLUS 35 or BA PLUS 84
1	\$44,125.00	\$44,125.00	\$46,225.00	\$50,425.00	\$54,625.00
2	\$44,125.00	\$44,965.00	\$49,165.00	\$53,365.00	\$57,565.00
3	\$44,808.00	\$47,905.00	\$52,105.00	\$56,305.00	\$60,505.00
4	\$46,645.00	\$50,845.00	\$55,045.00	\$59,245.00	\$63,445.00
5	\$49,585.00	\$53,785.00	\$57,985.00	\$62,185.00	\$66,385.00
6	\$52,525.00	\$56,725.00	\$60,925.00	\$65,125.00	\$69,325.00
7	\$55,465.00	\$59,665.00	\$63,865.00	\$68,065.00	\$72,265.00
8	\$58,405.00	\$62,605.00	\$66,805.00	\$71,005.00	\$75,205.00
9		\$65,545.00	\$69,745.00	\$73,945.00	\$78,145.00
10			\$72,685.00	\$76,885.00	\$81,085.00
11				\$79,825.00	\$84,025.00
12				\$82,765.00	\$86,965.00
13					\$89,905.00

189 Contract Days

Class I: Bachelor's Degree and a valid California Credential.

Class II: Bachelor's Degree and a valid California Credential plus 30 units earned subsequent to the B.A. or a Master's Degree

Class III: Bachelor's Degree and a valid California Credential plus 45 units earned subsequent to the B.A. or a Master's Degree plus 5 units earned subsequent to the M.A.

Class IV: Bachelor's Degree and a valid California Credential plus 60 units earned subsequent to the B.A. or a Master's Degree plus 20 units earned subsequent to the M.A.

Class V: Bachelor's Degree and a valid California Credential plus 75 units earned subsequent to the B.A. and a Master's Degree or an M.A plus 35 units earned subsequent to the M.A. or a B.A plus 84 units earned subsequent to the B.A.

Peak Prep will recognize up to 10 years of service for returning teachers in 2022-23 and up to 5 years of service for any new teachers starting in 2022-23.

Health and Welfare Annual Cap (1.0 FTE employees only): Single - \$10,010, 2-Party - \$15,360, Family - \$19,500

EFFECTIVE : July 1, 2022

BOARD ADOPTED:

REVISED: June 4, 2022

**PEAK PREP PLEASANT VALLEY  
ADMINISTRATIVE SALARY SCHEDULE  
2022 - 2023**

POSITION	SCHEDULE	# OF DAYS	RATE	A/01	A/02	A/03	A/04	A/05	A/06	A/07	A/08	A/09	A/10	A/11	A/12
COUNSELOR	CERT PS	1.0 FTE	ANNUAL	\$71,145.00	\$75,028.00	\$78,213.00	\$81,545.00	\$84,728.00	\$87,920.00	\$91,101.00	\$94,298.00	\$97,778.00	\$100,965.00	\$104,142.00	\$107,885.00
CONTRACT DAYS		194	Daily	\$366.73	\$386.74	\$403.16	\$420.34	\$436.74	\$453.20	\$469.59	\$486.07	\$504.01	\$520.44	\$536.81	\$556.11

POSITION	SCHEDULE	# OF DAYS	RATE	B/01	B/02	B/03	B/04	B/05	B/06	B/07	B/08	B/09	B/10	B/11	B/12
PSYCHOLOGIST/SPEECH PATHOLOGIST	CERT PS	1.0 FTE	ANNUAL	\$71,145.00	\$75,028.00	\$78,213.00	\$81,545.00	\$84,728.00	\$87,920.00	\$91,101.00	\$94,298.00	\$97,778.00	\$100,965.00	\$104,142.00	\$107,885.00
CONTRACT DAYS		194	Daily	\$366.73	\$386.74	\$403.16	\$420.34	\$436.74	\$453.20	\$469.59	\$486.07	\$504.01	\$520.44	\$536.81	\$556.11

Health and Welfare Annual Cap (1.0 FTE employees only): Single - \$10,010, 2-Party - \$15,360, Family - \$19,500

EFFECTIVE : July 1, 2022

BOARD ADOPTED:

REVISED: June 4, 2022

**PEAK PREP PLEASANT VALLEY**  
**MISCELLANEOUS CERTIFICATED SALARY SCHEDULE**  
**2022 - 2023**

CERTIFICATED STIPENDS	SCHEDULE	RATE
LEAD TEACHER MCKINNEY-VENTO LIAISON ELPAC/CAASPP COORDINATOR ASSESSMENTS & DIAGNOSTICS 504 COORDINATOR	CE STIP/001/01	\$5,000.00
SPECIAL EDUCATION ADMIN MENTOR TEACHER (INDUCTION) SUMMER SCHOOL	CE STIP/002/01	\$2,500.00
COLLEGE & CAREER READINESS SOCIAL-EMOTIONAL LEARNING	CE STIP/003/01	\$3,500.00
CALPADS COORDINATOR	CE STIP/004/01	\$8,000.00
ADMINISTRATIVE STIPEND	CE STIP/005/01	\$12,000.00

CERTIFICATED HOURLY	SCHEDULE	RATE
ORIENTATION SPECIALIST	CE HRLY/001/01	\$30.00

CERTIFICATED DAILY	SCHEDULE	RATE
SUBSTITUTE TEACHER 1-20 Days	CE DAILY/001/01	\$125.00
LONG-TERM SUB TEACHER 21-90 days	CE DAILY/001/02	\$140.00
LONG-TERM SUB TEACHER 91+ days	CE DAILY/001/03	Step 1, Column 1 CERT Schedule

EFFECTIVE : July 1, 2022

BOARD ADOPTED:

REVISED: June 4, 2022

**PEAK PREP PLEASANT VALLEY  
CLASSIFIED HOURLY SALARY SCHEDULE  
2022 - 2023**

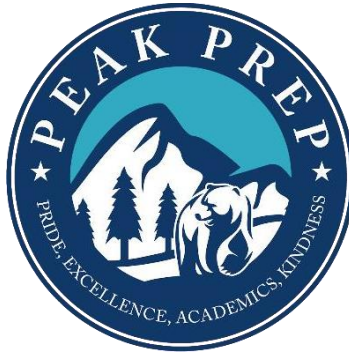
POSITION	SCHEDULE	RATE
Office Manager	02H/A/001	\$ 25.34
Administrative Assistant	02H/A/002	\$ 26.60
Attendance/Enrollment Specialist	02H/A/003	\$ 27.93
Attendance Assistant	02H/A/004	\$ 29.33
Teaching Assistant (Non-Instructional)	02H/A/005	\$ 30.80

Health and Welfare Annual Cap (1.0 FTE employees only): Single - \$10,010, 2-Party - \$15,360, Family - \$19,500

EFFECTIVE : July 1, 2022

BOARD ADOPTED:

REVISED: June 4, 2022



# **Peak Prep Pleasant Valley**

## **FAMILY HANDBOOK 2022-2023**

**[www.Peak-Prep.org](http://www.Peak-Prep.org)**

## **Executive Director's MESSAGE**

Welcome to the Peak Prep Pleasant Valley We are thrilled to have you join this excellent public charter school! As the school leader, I look forward to working with all of our students, families, teachers and staff. Our goal is to help students continue to excel both academically and, more broadly, as a thriving school community while providing a safe learning experience for our students. We have a rich, rigor filled, curriculum that is combined with language immersion and State Standards. The curriculum we use will provide a challenging and engaging environment for our students to succeed and excel in.

This handbook includes important policy changes and annual notices. It also outlines the policies and procedures that are intended to maintain a highly structured, respectful and safe environment where our staff and students can attend to the business and pleasure of learning. We encourage parents and students to discuss these rules and use this handbook as an ongoing guide to academic and behavioral expectations.

In its short history, Peak Prep Pleasant Valley has already established a solid foundation of high expectations for all members of the school community; to include students, faculty, staff and parents. Peak Prep parents demonstrate impressive levels of involvement and a consistent desire to be involved in their child's education. Without parental support for our school rules, we cannot effectively impact student achievement. Our policies relate to regular attendance, promptness, completion of work and appropriate behavioral standards.

We appreciate your commitment to Peak Prep Pleasant Valley, and we look forward to a successful school year for all.

**Sincerely,**

**Dr. Shalen Bishop**

**Executive Director**

# Office Services and Information for Students and Parent

## School Contact Information

**Address:** 2150 Pickwick Drive #304 Camarillo, CA 93010

**Phone:** 855-900-PEAK

**Office Hours:** 8:30am-4:30pm (M-F)

**Peak Prep Pleasant Valley website:** [www.Peak-Prep.org](http://www.Peak-Prep.org)

**Registrar:** Darla Hanson [Darla.Hanson@peak-prep.org](mailto:Darla.Hanson@peak-prep.org) or 916-741-3460

**Principal:** Sabrina Ciolino [Sabrina.Ciolino@peak-prep.org](mailto:Sabrina.Ciolino@peak-prep.org) or 415-320-1401

**Executive Director:** Dr. Shalen Bishop [Shalen.Bishop@peak-prep.org](mailto:Shalen.Bishop@peak-prep.org) or 805-222-0025



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# ABOUT PEAK PREP PLEASANT VALLEY SCHOOL

## Mission

**Mission Statement:** The mission of the Charter School is to create future leaders passionate about making a positive contribution to their local and global communities in the science and mathematics fields.

## Vision

This will be accomplished by:

1. Implementing an academically rigorous inquiry-based which will meet all state standards through a personalized learning approach
2. Developing leadership skills in each student, as well as a thorough understanding of democracy, citizenship, and civic responsibility
3. Cultivating international awareness
4. Developing skills leading to independence in continued learning.

## PPPV Schedule:

### School Calendar

The 2022-23 PEAK PREP school year begins on August 8th, 2022 and ends on June , 2023.  
Please note that students have a two-week Winter Break, a Mid-Winter Break and a Spring break.

### Calendar 2022-2023

<b>First Day of School</b>	Monday, August 8 <sup>th</sup> , 2022
School Holiday: <b>Labor Day</b>	Monday, Sept 5 <sup>th</sup> , 2022
School Holiday: Indigenous People Day	Monday, October 10 <sup>th</sup> , 2022
School Holiday: <b>Veteran's Day</b>	Friday, November 11 <sup>th</sup> , 2022
School Holiday: <b>Thanksgiving &amp; Thanksgiving Break</b>	Monday, Nov 21 <sup>st</sup> -Friday Nov 25 <sup>th</sup> , 2022
School Holiday: <b>Winter Break</b>	Monday Dec 19 <sup>th</sup> -Jan 3 <sup>rd</sup> 2023 (Teachers return Monday Jan 2 <sup>nd</sup> )
School Holiday: <b>Martin Luther King Day</b>	Monday, January 16 <sup>th</sup> , 2023
School Holiday: <b>President's Day</b>	Monday Feb 20 <sup>th</sup> , 2023

School Holiday: <b>Mid Winter Break</b>	Monday, February 20 <sup>th</sup> -Friday February 24 <sup>th</sup> , 2023
School Holiday: <b>Spring Break</b>	Friday, April 7 <sup>th</sup> -Friday April 14 <sup>th</sup> , 2023
School Holiday: <b>Memorial Day</b>	Monday, May 29 <sup>th</sup> , 2023
<b>Last day of School</b>	Friday, June 2 <sup>nd</sup> , 2023

## School Days

Students are required to log into the Learning Management System (“LMS”) and submit work daily (Mondays through Friday) on all school operating days. Weekly reports regarding the progress and level of engagement are sent out electronically to ensure students are making adequate progress. Students are expected to stay on pace to move towards graduation.

## Independent Study and Attendance Policies

Peak Prep serves four counties: Los Angeles, Kern, Santa Barbara and Ventura. Families must live within these four counties. Proof of residency is required, and students and their families will be asked for a yearly update to ensure attendance accuracy/compliance.

Academic progress is dependent on regular attendance that is expected of all PEAK PREP students. PEAK PREP is required to maintain and report daily attendance for all students. These reports, or the school’s “Average Daily Attendance,” then form the basis for the majority of our public funding.

Students are expected to log in and make progress working approximately 30 hours a week. Students are required to meet with teachers and mentors on a regular basis and provide work samples to validate their progress. The Charter School shall comply with all applicable requirements regarding independent study, in accordance with Education Code Section 51745, *et seq.*

The Executive Director is responsible for ensuring that students are progressing appropriately in their studies. If a student’s parent/guardian cannot provide sufficient guidance and supervision for a student’s lessons, this impacts the efficacy of an Independent Study program.

Under an Independent Study contract, the student’s supervising certificated teacher creates and

executes detailed lesson plans and assignments for the student to complete under the immediate supervision of their parent/guardian. To comply with applicable attendance requirements,

students in an independent study program are expected to complete academic coursework each regular school day in accordance with the Independent Study Policy and the students' respective Master Agreements. Students will be required to complete all assignments by the due date as determined by the supervising teacher.

Students are expected to follow the school calendar. Teachers, mentors, and the Charter School Administration will monitor attendance on a daily basis. Parents/guardians should contact their student's teacher or mentor for any absence or missed assignment. In accordance with the Independent Study Policy and Missed Assignments Policy, the Principal or designee shall conduct an evaluation to determine whether it is in the best interests of the student to remain in independent study based on the triggers outlined therein. The complete Independent Study Policy and Missed Assignments Policy can be located at the main office upon request.

### **Involuntary Removal Process**

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the action ("Involuntary Removal Notice"). The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder. The Involuntary Removal Notice shall include the charges against the student and an explanation of the student's basic rights including the right to request a hearing before the effective date of the action. The hearing shall be consistent with the Charter School's expulsion procedures. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the Charter School's suspension and expulsion policy.

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

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

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

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

## **ASSESSMENTS & INTERVENTIONS**

### **Report Cards**

Report cards are given to families in grades K-12. Report cards showing your child's progress in school will be issued twice a year at the end of each semester. These reports can take the form of but are not limited to, narrative reports, progress reports, report card format. Multiple measures of assessments are developed for each grade level and are used to monitor each child's overall progress. If you have any questions regarding the information contained in these reports, please contact your child's teacher.

### **Parent–Teacher Conferences**

Parent-teacher conference days will be scheduled by the Principal to discuss your child's progress if the attendance/missed assignment policy is not being met. Please make every effort to keep the designated appointment. However, parent-teacher conferences need not be limited to these times. If you have concerns at any time, feel free to schedule an appointment to discuss your child's academic progress. Please note that the Parent-Teacher conferences are designed to give the teacher an opportunity to discuss your child's overall progress in school.

### **State Testing**

The Charter School shall annually administer required state testing to the applicable grades (e.g., the California Assessment of Student Performance and Progress ["CAASPP"].) Notwithstanding any other provision of law, a parent's or guardian's written request to Charter School officials to excuse their child from any or all parts of the CAASPP shall be granted. Upon request, parents have a right to information on the level of achievement of their student on every State academic assessment administered to the student.

### **English Learners**

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

### **Special Education /Students with Disabilities**



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

Pursuant to the IDEA and relevant state law, the Charter School is responsible for identifying, locating, and evaluating children enrolled at the Charter School with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or foster youth. The Charter School shall not deny nor discourage any student from enrollment solely due to a disability. If you believe your child may be eligible for special education services, please contact Brad Larsen: Brad.Larsen@peak-prep.org.

## **Section 504**

The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise subjected to discrimination under any program of the Charter School. Any student who has an objectively identified disability which substantially limits a major life activity, including, but not limited to learning, is eligible for accommodations by the Charter School. The parent of any student suspected of needing or qualifying for accommodations under Section 504 may make a referral for an evaluation to the Executive Director. A copy of the Charter School’s Section 504 policies and procedures is available upon request at Sabrina.Ciolino@peak-prep.org and on the school website.

## **Student Discipline**

For the School’s complete suspension and expulsion policy, please see Appendix D at the end of this Handbook.

# **STUDENT HEALTH AND SAFETY**

## **California Healthy Kids Survey**

The Charter School will administer the California Healthy Kids Survey (“CHKS”) to students at grades seven, nine, and eleven whose parent or guardian provides written permission. The CHKS is an anonymous, confidential survey of school climate and safety, student wellness, and youth resiliency that enables the Charter School to collect and analyze data regarding local youth health risks and behaviors, school connectedness, school climate, protective factors, and school violence.

## **Immunization**

Pursuant to the California Health and Safety Code and the California Code of Regulations, children must provide proof of having received required immunizations (shots) before they can attend school unless they meet the requirements for an exemption. Immunization records will be required for all incoming students. Verification of immunizations will be completed with written medical records from the child’s doctor or immunization clinic. To ensure a safe learning environment for all students, the Charter School follows and abides by the health standards set forth by the state of California. The immunization status of all students will be reviewed periodically. Those students who are not in compliance with the State requirements must be excluded from classroom-based instruction until the requirements are met. Students who have been exposed to a communicable disease for which they have not been immunized may be excluded from school at the discretion of the Charter School.

These required immunizations for classroom-based instruction include:

<b>Child’s Grade</b>	<b>List of shots required to attend school</b>
----------------------	--

<b>TK/K-12 Admission</b>	<p>Diphtheria, Tetanus and Pertussis (DTaP) - Five (5) doses Polio - Four (4) doses</p> <p>Measles, Mumps, and Rubella (MMR) - Two (2) doses</p> <p>Hepatitis B (Hep B) - Three (3) doses</p> <p>Varicella (chickenpox) – Two (2) doses</p> <p><b>NOTE:</b> Four doses of DTaP are allowed if one was given on or after the fourth birthday. Three doses of DTaP meet the requirement if at least one dose of Tdap, DTaP, or DTP vaccine was given on or after the seventh birthday (also meets the 7th-12th grade Tdap requirement.) One or two doses of Td vaccine given on or after the seventh birthday count towards the requirement for DTaP. Three doses of Polio are allowed if one was given on or after fourth birthday. MMR doses must be given on or after first birthday. Two doses of measles, two doses of mumps, and one dose of rubella vaccine meet the requirement, separately or combined. Combination vaccines (e.g., MMRV) meet the requirements for individual component vaccines.</p>
<b>Entering 7<sup>th</sup> Grade</b>	<p>Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap) - One (1) dose</p> <p>Varicella (chickenpox) - Two (2) doses</p> <p><b>NOTE:</b> In order to begin 7th grade, students who had a valid personal belief exemption on file with a public or private elementary or secondary school in California before January 1, 2016, must meet the requirements for grades K-12 as well as requirements for 7<sup>th</sup> grade advancement (i.e., polio, MMR, varicella and primary series for diphtheria, tetanus, and pertussis). At least one dose of pertussis-containing vaccine is required on or after the 7th birthday.</p>

Students are not required to have immunizations for entry if they attend an independent study program and does not receive classroom-based instruction.

## Diabetes

The Charter School shall make the type 1 diabetes informational material accessible to the parent or guardian of a student when the student is first enrolled in elementary school. The Charter School will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2

diabetes.

3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention of methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

A copy of the information sheet regarding type 2 diabetes is available at: <https://www.cde.ca.gov/ls/he/hn/type2diabetes.asp>. Please contact the office if you need a copy of this information sheet or if you have any questions about this information sheet.

## **Oral Health Assessment**

Students enrolled in kindergarten in a public school or while enrolled in first grade if the student was not previously enrolled in kindergarten in a public school are required to have an oral health assessment completed by a dental professional. Please contact the main office if you have questions about this requirement.

## **Physical Examinations and Right to Refuse**

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

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

## **Human Trafficking Prevention**

California has the highest number of incidents of human trafficking in the U.S., and all students may be vulnerable. The Charter School believes it is a priority to inform our students about (1) the prevalence, nature of and strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance, and (2) how social media and mobile

device applications are used for human trafficking.

In accordance with the California Healthy Youth Act, the Charter School will provide age-appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment. You have the right to excuse your child from all or part of the instruction on the

prevention of human trafficking. An opt-out form is available [Amy.Altman@peak-prep.org](mailto:Amy.Altman@peak-prep.org) for your convenience. Your consent for this instruction is NOT required. If we do not receive a written request to excuse your child, your child will be included in the instruction.

Additionally, the Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 6 through 12 of human trafficking prevention resources. Information and materials for parents/guardians about the curriculum and resources on prevention of human trafficking and abuse, including sexual abuse, assault, and harassment are available on Charter School's website for your review.

## **Sexual Health Education**

The Charter School offers comprehensive sexual health education to its students in grades 7-12. A parent or guardian of a student has the right to excuse their child from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent ("opt-out") process. The Charter School does not require active parental consent ("opt-in") for comprehensive sexual health education and HIV prevention education. Parents and guardians may:

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

Anonymous, voluntary, and confidential research and evaluation tools to measure students' health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions about the student's attitudes concerning or practices relating to sex) may be administered to students in grades 7-12. A parent or guardian has the right to excuse their child from the test, questionnaire, or survey through a passive consent ("opt-out") process. Parents or guardians shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to the Charter School.

A student may not attend any class in comprehensive sexual health education or HIV prevention education, or participate in any anonymous, voluntary, and confidential test, questionnaire, or survey on student health behaviors and risks if the Charter School has received a written request from the student's parent or guardian excusing the student from participation. An alternative

educational activity shall be made available to students whose parents or guardians have requested that they not receive the instruction or participate in the test, questionnaire, or survey.

## **Mental Health Services**

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

### Available virtual:

- School-based counseling services – your child is encouraged to directly contact a Charter School counselor by coming into the counseling office during school hours and making an appointment to speak with a counselor. The counseling office can also be reached at [Tanya.Audish@peak-prep.org](mailto:Tanya.Audish@peak-prep.org). Our Charter School counselors support students by providing individual sessions, group or parent consultations whenever a student is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our Charter School or by an outside provider listed herein, are voluntary.
- Special education services – if you believe your child may have a disability, you are encouraged to directly contact Brad Larsen at [Brad.Larsen@peak-prep.org](mailto:Brad.Larsen@peak-prep.org) to request an evaluation.
- Care Solace
- Social Emotional Learning classes

### Available in the Community:

- Please reach out the school principal: [Sabrina.Ciolino@peak-prep.org](mailto:Sabrina.Ciolino@peak-prep.org) for local community resources.

### Available Nationally:

- National Suicide Prevention Hotline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours at 1-800-273-8255.
- The Trevor Project - This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. **Available at 1-866-488-7386 or visit <https://www.thetrevorproject.org/>.**

- Big Brothers/Big Sisters of America – This organization is a community-based mentorship program. Community-specific program information can be found online at <https://www.bbbs.org> or by calling (813) 720-8778.

## **Pregnant and Parenting Students**

The Charter School recognizes that pregnant and parenting students are entitled to accommodations that provide them with the opportunity to succeed academically while protecting their health and the health of their children. A pregnant or parenting student is entitled to eight (8) weeks of parental leave, or more if deemed medically necessary by the student's physician, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. The Charter School will ensure that absences from the student's regular school program are excused until the student is able to return to the regular school program.

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

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

Dr. Shalen Bishop, Executive Director  
Address: 2150 Pickwick Drive #304 Camarillo, CA 93010  
Phone: 805-222-0025  
E-mail: [shalen.bishop@peak-prep.org](mailto:shalen.bishop@peak-prep.org)

A copy of the UCP is available upon request at [Sabrina.Ciolino@peak-prep.org](mailto:Sabrina.Ciolino@peak-prep.org) and on the school website. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the complaint procedures, please contact the Executive Director.

## **School Safety Plan**



The Charter School has established a Comprehensive School Safety Plan. The Plan is available upon request at the main office and on the school website.

### **Picture ID at Pick-up**

Anyone picking up a child from testing or any school event may be asked to show a picture ID. This includes parents/guardians and other friends/family who have approval to pick up a child.

## **COMMUNICATION**

It is very important that the communication between your home and the Charter School is a continuous process. Please make sure your home, work, and cell phone numbers are current so that the Charter School can contact you during the day. Our primary method of communicating with families is via email, telephone, and virtual classroom. Translation will be provided to all families who need it. Please be aware that all communications generally receive a reply from school staff within 24 hours (not including holidays or weekends). Although the online system is typically available 24/7, our staff members are available during normal business hours, Monday through Friday.

In order to ensure the peaceable operation of the Charter School without disruption or distraction, the safety of all students, compliance with applicable laws and policies, and a more streamlined communications system, flyers, notices, solicitations or other materials may be distributed to students or their parents via email or online announcements. If you have a question or concern about any incident, problem, or practice concerning the school, please bring that to the attention of the Executive Director.

At all times, the adults in our community are expected to model the positive communication behaviors we ask of our students and ensure that communications with faculty, staff and parents are respectful. All members of our school community are also asked to respect the privacy and confidentiality of our individual students, faculty and staff and to attempt to resolve any conflicts via the steps outlined in this Handbook. If at any time any member of this school community – student, teacher, staff, parent, volunteer – has a conflict with another member of the school community that they believe cannot be resolved directly in a one-on-one conversation, the individual should speak with the Principal and/or Executive Director about these concerns.

### **Parent Concerns About Staff or Program**

At Peak Prep, teachers and support staff are available to discuss any concerns that a parent has regarding their teaching style or content, disciplinary measures, or personal interaction with a child. Questions regarding Peak Prep curriculum, school rules or the professional conduct of any Peak Prep employee can be addressed by making an appointment with the Principal and/or Executive Director.

### **Procedure for Resolving Parent/Guardian Conflicts**

Peak Prep maintains a General Complaints Policy to address any parent/guardian concerns about the Charter School and/or any conflicts with the Charter School that may not be covered by the Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy and/or the Uniform Complaint Policy and Procedures. A copy of the General Complaints Policy is available at the main office and the school website.

### **Availability of Prospectus**

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

## **Cal Grant Program Notice**

The Charter School is required by state law to submit the Grade Point Average (“GPA”) of all high school seniors by Oct. 1 of each year, unless the student (if the student is 18 years of age or older) or parent/guardian for those under 18 years of age opt-out. Students currently in eleventh (11th) grade will be deemed a Cal Grant applicant, unless the student (or parent/guardian, if the student is under 18 years of age) has opted out by or before February 1.

## **Information Regarding Financial Aid**

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

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

## **Surveys About Personal Beliefs**

Unless the student’s parent/guardian gives written permission, a student will not be given any test, questionnaire, survey, or examination containing any questions about the student’s, or the student’s parents’ or guardians’ personal beliefs or practices in sex, family life, morality, or religion.

## **Parent and Family Engagement Policy**

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

with schools to ensure student success. A copy of the Charter School's complete Policy is available upon request in the main office.

### **Teacher Qualification Information**

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

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

Upon request, the Charter School will provide the information to the parents/guardians in a timely manner. Parents/guardians may contact the Superintendent at (805) 222-0025 or [shalen.bishop@peak-prep.org](mailto:shalen.bishop@peak-prep.org) to obtain this information.

### **Use of Student Information Learned from Social Media**

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

# GENERAL POLICIES

## Nondiscrimination Statement

The Charter School does not discriminate against any person on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, pregnancy, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code.

The Charter School adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 (“ADA”), and the Individuals with Disabilities Education Improvement Act of 2004 (“IDEIA”).

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

The Charter School does not request nor require student records prior to a student’s enrollment.

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

The Charter School is committed to providing an educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination Act of 1975; the IDEIA; and Section 504 and Title II of the ADA (mental or physical disability). The Charter School also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation. The Charter School does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor or other person with which the Charter School does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of

position or gender. The Charter School will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the Charter School Uniform Complaint Procedures (“UCP”) Compliance Officer:

Dr. Shalen Bishop, Executive Director

Address: 2150 Pickwick Drive #304 Camarillo, CA 93010

Phone: 805-222-0025

E-mail: [shalen.bishop@peak-prep.org](mailto:shalen.bishop@peak-prep.org)

The lack of English language skills will not be a barrier to admission or participation in the Charter School’s programs or activities. The Charter School prohibits retaliation against anyone who files a complaint or who participates or refuses to participate in a complaint investigation.

### **Student Records, including Records Challenges and Directory Information**

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

1. The right to inspect and review the student’s education records within 5 business days after the day the Charter School receives a request for access. Parents or eligible students should submit to the Charter School Head of School or designee a written request that identifies the records they wish to inspect. The Charter School official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student’s education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student’s privacy rights under FERPA.

Parents or eligible students who wish to ask the Charter School to amend a record should write the Charter School’s Head of School or designee, clearly identify the part of the record they want changed and specify why it should be changed. If the Charter School decides not to amend the record as requested by the parent or eligible student, the Charter School will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing. If the Charter School decides to amend the record as requested by the parent or eligible student, the Head of School must order the correction or the removal and destruction of the information and inform the parent or eligible student of the amendment in writing.

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

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

Upon request, the Charter School discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled, if the disclosure is for purposes of the student’s enrollment or transfer.

Note that Charter School will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

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

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

5. The right to request that the Charter School not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

FERPA permits the disclosure of PII from student’s education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to Charter School officials, disclosures related to some judicial

orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the Charter School to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A Charter School may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student to the following parties:

1. Charter School officials who have a legitimate educational interest as defined by 34 C.F.R. Part 99;
2. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, the Charter School will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. Charter School will make a reasonable attempt to notify the parent or eligible student of the request for records at the parent's or eligible student's last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, the Charter School will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for a hearing;
3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
4. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. Organizations conducting certain studies for the Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
6. Accrediting organizations in order to carry out their accrediting functions;
7. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
8. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;
9. Persons who need to know in cases of health and safety emergencies;
10. State and local authorities, within a juvenile justice system, pursuant to specific State law;
11. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by the Charter School for students and parents,



and any individualized education program (“IEP”) or Section 504 plan that may have been developed or maintained by the Charter School; and/or

12. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceedings conducted by Charter School with respect to that alleged crime or offense. The Charter School discloses the final results of the disciplinary proceeding regardless of whether the Charter School concluded a violation was committed.

“Directory Information” is information that is generally not considered harmful or an invasion of privacy if released. The Charter School may disclose the personally identifiable information that it has designated as directory information without a parent’s or eligible student’s prior written consent. The Charter School has designated the following information as directory information:

1. Student’s name
2. Student’s address
3. Parent’s/guardian’s address
4. Telephone listing
5. Student’s electronic mail address
6. Parent’s/guardian’s electronic mail address
7. Photograph/video
8. Date and place of birth
9. Dates of attendance
10. Grade level
11. Participation in officially recognized activities and sports
12. Weight and height of members of athletic teams
13. Degrees, honors, and awards received
14. The most recent educational agency or institution attended
15. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student’s social security number, in whole or in part, cannot be used for this purpose.)

If you do not want the Charter School to disclose directory information from your child’s education records without your prior written consent, you must notify the Charter School in writing at the time of enrollment or re-enrollment. Please notify the Head of School at:

Dr. Shalen Bishop, Head of School  
Address: 2150 Pickwick Drive #304 Camarillo, CA 93010  
Phone: 805-222-0025  
E-mail: [shalen.bishop@peak-prep.org](mailto:shalen.bishop@peak-prep.org)

A copy of the complete Policy is available upon request at [Sabrina.Ciolino@peak-prep.org](mailto:Sabrina.Ciolino@peak-prep.org) and on the school website.

## Education of Foster and Mobile Youth

**Definitions:** For the purposes of this annual notice the terms are defined as follows:

1. “Foster youth” means any of the following:
  - A child who is the subject of a petition filed pursuant to California Welfare and Institutions Code (“WIC”) section 309 (whether or not the child has been removed from the child’s home by juvenile court).
  - A child who is the subject of a petition filed pursuant to WIC section 602, has been removed from the child’s home by the juvenile court, and is in foster care.
  - A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
    - The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
    - The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.
    - The nonminor is participating in a transitional independent living case plan.
  - A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court.
2. 5. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.
3. “Former juvenile court school pupils” refers to a student who, upon completion of the student’s second year of high school, transfers from a juvenile court school to the Charter School.
4. “Child of a military family” refers to a student who resides in the household of an active duty military member.
5. “Currently Migratory Child” refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the Charter School from another Local Educational Agency (“LEA”), either within California or from another state, in order that the child or a member of the child’s immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child’s eligibility for migrant education services. “Currently Migratory Child” includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.
6. “Pupil participating in a newcomer program” means a pupil who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant pupils that has as a primary objective the development of English language proficiency.

Within this notice, foster youth, former juvenile court school pupils, a child of a military family, a currently migratory child, and a pupil participating in the newcomer program will be collectively referred to as “Foster and Mobile Youth.” Within this notice, a parent, guardian, or other person

holding the educational rights for a Foster and Mobile Youth will be referred to as a “parent/guardian.”

**Foster and Mobile Youth Liaison:** The Head of School or designee designates the following staff person as the Liaison for Foster and Mobile Youth:

Dr. Shalen Bishop, Head of School  
Address: 2150 Pickwick Drive #304 Camarillo, CA 93010  
Phone: 805-222-0025  
E-mail: [shalen.bishop@peak-prep.org](mailto:shalen.bishop@peak-prep.org)

The Foster and Mobile Youth Liaison’s responsibilities include but are not limited to the following:

1. Ensuring and facilitating the proper educational placement, enrollment in school, and checkout from school of foster children.

2. Assisting foster children when transferring from one school to another school in ensuring proper transfer of credits, records and grades.

**School Stability:** The Charter School will work with foster youth and their parent/guardian to ensure that each pupil is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all pupils, including, but not necessarily limited to, interscholastic sports. All decisions regarding a foster youth's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Foster youth, currently migratory children and children of military families have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a foster youth, currently migratory child or child of a military family seeking reenrollment in the Charter School as the student's school of origin (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy). If a dispute arises regarding a foster youth's request to remain in the Charter School as the school of origin, the foster youth has the right to remain in the Charter School pending the resolution of the dispute. The Charter School will also immediately enroll any foster youth, currently migratory child or child of a military family seeking to transfer to the Charter School (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy) regardless of the student's ability to meet normal enrollment documentation or uniform requirements (e.g., producing medical records or academic records from a previous school).

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the child's status as a foster youth, currently migratory child or child of a military family, as follows:

1. For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.
2. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

**Graduation Requirements:** Foster and Mobile Youth who transfer to the Charter School any time after the completion of their second year of high school, and pupils participating in a newcomer program who are in their third or fourth year of high school, shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a Foster and Mobile Youth is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of the student's school enrollment may be used, whichever will qualify the student for the exemption. In the case of a pupil participating in a newcomer program, enrollment in grade 11 or 12 may be used to determine whether the student is in their third or fourth year of high school.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the parent/guardian, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify students who are exempted from the Charter School's additional graduation requirements and the student's parent/guardian how any of the requirements that are waived will affect the pupil's ability to gain admission to a postsecondary educational institution and provide information about transfer opportunities available through the California Community Colleges.

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption. An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the court's jurisdiction terminates or the student no longer meets the definition of a child of military family, a currently migratory child or a pupil participating in a newcomer program.

The Charter School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the Charter School determines the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fifth year of high school, the Charter School shall do the following:

1. Inform the student of the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements.
2. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

**Acceptance of Course Work:** The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a Foster and Mobile Youth.

The Charter School will provide Foster and Mobile Youth credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the pupil is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the Foster and Mobile Youth shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

**Student Records:** When the Charter School receives a transfer request and/or student records request for the educational information and records of a foster youth from a new local educational agency ("LEA"), the Charter School shall provide these student records within two (2) business days. The Charter School shall compile the complete educational record of the student, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the student's special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record keeping needs of Foster and Mobile Youth.

The Charter School shall not lower a foster youth's grades as a result of the student's absence due to a verified court appearance, related court ordered activity, or a change the placement of the student made by a county or placing agency. If a foster youth is absent from school due to a decision to change the placement of the student made by a county or placing agency, the grades

and credits of the pupil will be calculated as of the date the student left the Charter School.

In accordance with the Charter School's Educational Records and Student Information Policy, under limited circumstances, the Charter School may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parent/guardian consent. Students who are 16 years of age or older or have finished 10th grade may access their own school records.

**Discipline Determinations:** If the Charter School intends to extend the suspension of any foster youth pending a recommendation for expulsion, the Charter School will invite the student's attorney and an appropriate representative from the relevant county agency to participate in the meeting at which the extension of the suspension will be discussed.

If the Charter School intends to suspend for more than ten (10) consecutive school days or expel a student with a disability who is also a foster youth due to an act for which the recommendation for expulsion is discretionary, the Charter School will invite the student's attorney and an appropriate representative from the relevant county agency to participate in the Manifestation Determination Review meeting.

**Complaints of Noncompliance:** A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office and on the school website.

**Availability of Complete Policy:** For any Foster and Mobile Youth who enrolls at the Charter School, a copy of the Charter School's complete Education for Foster and Mobile Youth Policy shall be provided at the time of enrollment. A copy of the complete Policy is available upon request at the main office and on the school website.

## **Education of Homeless Children and Youth**

The term "homeless children and youth" means individuals who lack a fixed, regular and adequate nighttime residence. It includes children and youths who (42 U.S.C. § 11434a):

1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or

4. Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of “homeless.”

Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the Charter School Liaison.

**School Liaison:** The Executive Director or designee designates the following staff person as the School Liaison for homeless students (42 U.S.C. § 11432(g)(1)(J)(ii)):

Tanya Audish, Counselor  
Peak Prep Pleasant Valley Charter School  
2150 Pickwick Drive #304 Camarillo, CA 93010  
Phone: 805-222-0025  
E-mail: [tanya.audish@peak-prep.org](mailto:tanya.audish@peak-prep.org)

The Charter School Liaison shall ensure that (42 U.S.C. § 11432(g)(6)):

1. Homeless students are identified by school personnel and through outreach and coordination activities with other entities and agencies.
2. Homeless students enroll in and have a full and equal opportunity to succeed at the Charter School.
3. Homeless students and families receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by the Charter School, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.
4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.



6. Enrollment/admissions disputes are mediated in accordance with law, the Charter School's charter, and Board policy.
7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
8. Charter School personnel providing services receive professional development and other support.
9. The Charter School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students under section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

The California Department of Education publishes a list of the contact information for the Homeless Education Liaisons in the state, which is available at: <https://www.cde.ca.gov/sp/hs/>

**High School Graduation Requirements:** Homeless students who transfer to the Charter School any time after the completion of their second year of high school shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a homeless student is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of the student's school enrollment may be used, whichever will qualify the student for the exemption.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the student's educational rights holder, and the School Liaison of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify students who are exempted from the Charter School's additional graduation requirements and the student's educational rights holder of how any of the requirements that are waived will affect the student's ability to gain admission to a

postsecondary educational institution and provide information about transfer opportunities available through the California Community Colleges.

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption. An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the student no longer meets the definition of a homeless child.

The Charter School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the Charter School determines the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fifth year of high school, the Charter School shall do the following:

1. Inform the student of the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements.
2. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

**Acceptance of Course Work:** The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a homeless student.

The Charter School will provide homeless students credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the homeless student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

For any homeless student who enrolls at the Charter School, a copy of the Charter School's complete policy shall be provided at the time of enrollment. A copy of the complete Policy is available upon request at the main office and on the school website.

### **Student Use of Technology and Acceptable Use Agreement**

Students must file an Acceptable Use Agreement signed by the student and a parent/guardian. All students having access to the Internet must adhere to federally mandated rules for internet use, along with the Student Use of Technology Policy and Acceptable Use Agreement. Internet access is a privilege. Any behavior that is not acceptable may result in the loss of this privilege. Peak Prep rules include the following:

- ☐ Handle the computers and equipment with care and as directed by the teacher
- ☐ Be respectful of the rights, the ideas, the information, and the privacy of others
- ☐ Neither send nor receive information that is not related to schoolwork, or that can be hurtful or harmful to others
- ☐ Report to teachers any sites or persons that demonstrate inappropriate use of on-line service

A copy of the complete Student Use of Technology Policy and Acceptable Use Agreement may be requested at the main office and on the school website.

### **Enrichment Activities**

Enrichment activities provide an opportunity for first-hand experiences that complement classroom learning. In order to participate in an enrichment activity, all students must have a parent/guardian or designated adult to accompany them. If the designated adult is not their legal

guardian, a signed letter from the legal guardian must be approved prior to the event.

## **Textbooks/School Materials**

Students in TK-5 will be issued materials necessary for completion of all of their coursework. These materials become the responsibility of the student. Damaged or lost books must be replaced by the parents/guardians. Students in 6<sup>th</sup>-12<sup>th</sup> will access their materials and coursework online.

## **Lost or Damaged School Property**

If a student willfully damages the Charter School's property or the personal property of a Charter School employee, or fails to return a textbook, library book, computer/tablet or other Charter School property that has been loaned to the student, the student's parents/guardians are liable for all damages caused by the student's misconduct not to exceed ten thousand dollars (\$10,000), adjusted annually for inflation. After notifying the student's parent or guardian in writing of the student's alleged misconduct and affording the student due process, the Charter School may withhold the student's grades, transcripts, and diploma until the damages have been paid. If the student and the student's parent/guardian are unable to pay for the damages or to return the property, the Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student's grades and diploma will be released.

# Academic Integrity, Plagiarism and Cheating

All work submitted is to be completed ONLY by students. Students are responsible for observing the standards on plagiarism, cheating, and properly crediting all sources used during the composition of work. Failure to abide by these standards is reported to the appropriate administrative authorities and may result in a conference with the parent, loss of credit for high school courses, revoked access to course(s), and/or suspension.

## Plagiarism

Plagiarism is defined as the act(s) of copying the words, ideas, images, sounds, signs/symbols and thoughts of another writer and presenting them as your own.

## Cheating

Cheating involves the act(s) of using, accepting, or distributing test answers, answer keys, or presenting another person's work as your own. Any student found cheating is in violation of the School's Academic Integrity Policy.

## Source Citation

Many courses require written work in which students need to cite sources. Any direct quotations from a textbook can simply be cited as: Author, Page Number. Any quotations from outside sources require full citations, including author, title, publisher, date of publication, and page number. If a student cites information found on a website, the student must provide the complete Web page or site title, URL, author if known, page number if applicable, publication date of the site, if available, and the date of access.

## CONSEQUENCES FOR CHEATING/PLAGIARISM

### Fist Offense:

1. Student receives no credit for assignment
2. Teacher fills out a "Notice of Cheating Offense" form, makes three copies, and keeps the original for their file. The teacher distributes the copies to:
  - a. Parent/Guardian (by mail)
  - b. Counselor
  - c. Principal
3. If the assignment is deemed by the teacher to be a major assignment and the offense requires premeditation (e.g., submitting a major paper that has been

plagiarized), the student forfeits double the value of the assignment.

4. At the teacher's discretion, the student may be given an additional assignment, such as writing a statement about the incident, which the teacher keeps on file.
5. If the teacher, counselor, or principal deems the offense to be a major offense (e.g., stealing test or quiz materials, changing a grade in a teacher's record), the student may be suspended in accordance with the Suspension and Expulsion Policy and Procedures.

## **Second Offense**

1. The consequences listed above in the "First Offense" shall be applied.
2. The student, teacher, and parent/guardian meet with the student's counselor and/or Principal to discuss causes and appropriate consequences.
3. If the student's second offense occurred in an AP or Honors course, the student may be removed from the course and placed in a regular college prep course. Such determination shall be made by the Executive Director.

# Grading Policies

## Grades TK-5

Elementary students are assessed using the following marks. At the end of each semester, one of the following numerical grades will be assigned to each course:

- 4-Exceeds. I am working beyond the required objectives to meet end of year expectations.
- 3-Meets. I am completing the required objectives to meet end of year expectations.
- 2-Progressing. I am working toward achieving the required objectives to meet end of year expectations.
- 1- Needs Time. Needs more time to meet end of year expectations.
- NA- Not Assessed at this time.

## Grades 6-8

You will receive a progress report weekly from your teachers, and a final report card at the conclusion of each semester.

### Grades are given as follows:

- A = Superior
- B = Above Average
- C = Average
- D = Below Average
- F = Failure
- I = Incomplete (changes to an "F" after 20 days) All grades in the core areas, with the exception of an "F" or an "I" earn 5 units of credit.

Concerns regarding grades and/or academic progress can be discussed at a parent/teacher conference arranged by your student's mentor.

## Grades 9-12

### Course Credit

For each semester course offering that is completed successfully, five (5) credits of required or elective credits are earned. To obtain credits an "A", "B", "C" or "D" grade is required. Failed courses will be recorded as an "F" on the student's transcript, and a zero will be computed for the course in determining the GPA. No credit is earned for failed courses.

## Grade Level Promotion:

Although course credits are earned on a semester basis, grade-level promotions take place once a year except when a student is eligible to move from 11th to 12th grade. Actual percentages earned rather than letter grades will be used in the calculation to determine final grades.

## HIGH SCHOOL PROMOTION REQUIREMENT

All students shall complete the specified unit requirement before attaining high school promotion to the next grade level and for graduation.

To attain sophomore standing	55 units (minimum)
To attain junior standing	110 units (minimum)
To attain senior standing	165 units (minimum)
<b>To graduate from high school:</b>	<b>220 units</b>

## Roles and Responsibilities of Counselor

The responsibility of the counselor is to focus on individual student needs and to guide the student in making appropriate decisions. In addition to this, the counselors provide the following services:

- Review academic progress.
- Register students into appropriate classes.
- Interpret test data.
- Maintain academic records.
- Coordinate and facilitate parent conferences when difficulties go beyond a single teacher.
- Stimulate career awareness and provide career information.
- Offer parents and students informational brochures, support materials, and referrals to resources within the community.
- Assist with developing and maintaining positive peer relationships.
- The counselor will provide the following services as appropriate:
  - Assistance in decision-making.
  - Assistance in functioning productively within the school and the family.
  - Assistance in clarifying personal goals.
  - Assistance to the students in making appropriate behavioral changes.



## Grade Point Average

Grade point averages (“GPAs”) are determined by dividing the number of quality points achieved by the number of credits received. GPAs are determined on a semester-basis only. The cumulative (composite) GPA is determined using the semester averages beginning with the first semester of freshman year.

Letter Grade	Percentile	Standard GPA	Honors GPA	AP GPA
A+	97-100	4	4.5	5
A	93-96	4	4.5	5
A-	90-92	3.7	4.2	4.7
B+	87-89	3.3	3.8	4.3
B	83-86	3	3.5	4
B-	80-82	2.7	3.2	3.7
C+	77-79	2.3	2.8	3.3
C	73-76	2	2.5	3
C-	70-72	1.7	2.2	2.7
D+	67-69	1.3	1.8	2.3
D	60-66	1	1.5	2
D-	60-62	0.7	1.3	1.7
F	Below 59	0	0	0

## HONOR ROLL

A basic goal for all Peak Prep students is high academic achievement. It is our policy to recognize such effort. A “B” average must be maintained to be eligible for the Honor Roll. Any student receiving a “D” or “F” irrespective of other grades is not eligible. Honor Rolls are posted at the semester.

## Course Failure and Repeat Credit

For students wishing to attend a University of California (“UC”) or California State School, a grade of “C” or better is required to meet a subject requirement. D and F grades are not acceptable and must be cleared by repeating a class, completing advanced work in the same subject area of sequential knowledge (math or language other than English) or attaining certain minimum scores on SAT, AP or IB examinations. Students are permitted to retake failed classes, or courses that they have earned a “D” letter grade in with approval from the counselor or Head of School. There

is no limit to the number of courses that may be retaken. Courses required for graduation **MUST** be retaken and passed.

#### **Reporting Repeated Courses on Transcripts:**

Both the original course grade, and the repeated course grade will remain on the transcript. The higher of the two grades will be used to compute the student's GPA. Credit, however, will be given for the course only once. A repeated course will receive the CR (or credit recovery) designation on the transcript.

#### **Official Transcript Revisions policy**

Once issued, transcripts cannot be revised unless evidence is provided to indicate that the transcript is materially inaccurate. A student with such evidence can petition for a transcript revision. The teacher of the course and school registrar will then review the transcript to determine its accuracy, consulting with the school Principal and Head of School where necessary. The registrar will be responsible for issuing a revised transcript where it is deemed appropriate.

#### **Graduation Requirements:**

Please reach out to your student's assigned High School Counselor to ensure your student is on track to meeting the school's graduation requirements. Students can request a Grad Plan at any time.

### **Sample Four-Year Plan**

<b>Grade 9</b>	<b>Grade 10</b>	<b>Grade 11</b>	<b>Grade 12</b>
Algebra 1A/1B  Integrated Math 1A/1B or Geometry (depending on what course taken in the 8th grade)	Geometry A/B or Algebra IIA/IIB (depending on what course taken 9 <sup>th</sup> grade)	Algebra IIA Algebra IIB  Or Calculus/ Trigonometry	Elective
Biology A Biology B	Chemistry A Chemistry B	3 <sup>rd</sup> year Science if planning on 4 year college	Elective

English 9A English 9B	English 10A English 10B	English 11A English 11B	English 12A English 12B
Skills For Health	World History A World History B	US History A US History B	Government Economics
PE 9A PE 9B	PE 10A PE 10B	Visual Performing Arts A  Visual Performing Arts B	Elective
Spanish 1A Spanish 1B	Spanish 2A Spanish 2B	Elective or 3 <sup>rd</sup> year Spanish	Elective
Elective	Elective	Elective	Elective

High School Graduation Plan			General Overview of A-G		
Student: (Name of Student)			A. Social Studies (required to take 3 years)		
Mentor: (Name of Mentor)			B. English (required to take 4 years)		
Credits Earned:			C. Math (required to take 3 years - Algebra 1 and higher)		
School: Peak Prep Pleasant Valley			D. Science (2 years of Lab Science required)		
Post-Secondary Plans:			E. Foreign Language (2 years of the same Language required)		
			F. Visual/Performing Arts (1 year of same discipline required)		
YOU GOT THIS!!			G. College Prep Elective (1 year required)		
Notes: (Can write notes from Grad Plan with Student/LC here)					
Road to Graduation					
**All classes listed below must be checked off in order to be reviewed for graduation.**					
A. Social Studies (30 credits required)			D. Science (20 credits)		
Courses	CREDITS Needed (30)	Completed	Courses	CREDITS Needed (20)	Completed
World History A	5		Life Science A	5	
World History B	5		Life Science B	5	
US History A	5		Physical Science A	5	
US History B	5		Physical Science B	5	
Economics	5		E. Foreign Language (10 credits required)	CREDITS	
Government	5		Courses	Needed (10)	Completed
B. English (40 credits required)			Foreign Language A		
Courses	CREDITS Needed (40)	Completed	Foreign Language B		
English 9A	5		F. Visual/Performing Arts (10 credits required)		
English 9B	5		Courses	Needed (10)	Completed
English 10A	5		VAPA A	5	
English 10B	5		VAPA B	5	
English 11A	5		G. Electives (65 credits required)		
English 11B	5		Courses	Needed (65)	Completed
English 12A	5		Elective 1	5	
English 12B	5		Elective 2	5	
C. Math (20 credits required)			Elective 3	5	
Courses	CREDITS Needed (20)	Completed	Elective 4	5	
Algebra 1A	5		Elective 5	5	
Algebra 1B	5		Elective 6	5	
Second year of Math A	5		Elective 7	5	
Second year of Math B	5		Elective 8	5	
Health (5 credits required)			Elective 9	5	
Skills for Health	5		Elective 10	5	
Physical Education (20 credits required)			Elective 11	5	
PE 1	5		Elective 12	5	
PE 2	5		Elective 13	5	
PE 3	5				
PE 4	5				
Students planning to apply to 4-year Colleges/Universities follow A-G			Credit Calculator		
Requirements in addition to meeting the high school graduation requirements.			Total Credits	Earned	Still Need
1. PSAT - 10th/11th grade (Fall)				0	220
2. SAT/ACT - 11th grade (Spring)/12th grade (Fall)					
3. Summer before 12th grade start working on college applications.			**This Grad Plan is in accordance with the documents received by the student and or learning coach upon enrollment, and may be subject to change. If you have additional credits or courses completed that are not represented on this Grad Plan, please provide updated transcripts from previous schools that show credits being earned.**		
4. Apply for FAFSA ( <a href="https://fafsa.ed.gov/deadlines.htm">https://fafsa.ed.gov/deadlines.htm</a> )					

# Recognition Programs

## Honor Roll

The Honor Roll Program recognizes students who are achieving academic excellence and improvement with positive, tangible incentives. Honor Roll encourages all students, teachers, support staff, parents, businesses and the community to work together to hold the pursuit of academic excellence as a priority. We encourage all students to work hard so that they can participate in the program, feel pride and satisfaction in their accomplishments and realized goals. It is a school-wide concept and an attitude.

The Honor Roll Program recognizes student achievement on a semester basis. Students can qualify in one of three categories:

Principal's Scholar Honor Roll	4.0 Grade Point Average (GPA)
Principal's Honor Roll	3.5 – 3.99 GPA
Honor Roll	3.0 – 3.49 GPA

## Student of the Month

The Student of the Month program recognizes students (grades TK-12) for outstanding academic achievement, exemplary effort, excellent citizenship, and adherence to the monthly citizenship trait. At a monthly luncheon, parents/guardians are invited to help honored students and celebrate their success.

## Perfect Attendance

Students are recognized monthly, by semester, and yearly for perfect attendance. Perfect attendance means ZERO missed assignments. If a student has a prior missed assignment, they may still be recognized in upcoming months if they have perfect attendance during that current month. Semester and yearly recognition requires perfect attendance during these time periods.

## National Honor Society

Students in grades 10–12 who meet the requirements for membership outlined by Peak Prep's chapter of the National Honor Society ("NHS") are eligible to be invited for membership. Each chapter is required to publish its qualifications for membership, which is based on the four pillars of NHS:

- **Scholarship**  
Per national guidelines, at a minimum, students must have a cumulative GPA of 3.0 on a 4.0 scale, or equivalent standard of excellence.
- **Service**  
This involves voluntary contributions made by a student to the school or community, done without compensation.
- **Leadership**  
Student leaders are those who are resourceful, good problem solvers, and idea contributors. Leadership experiences can be drawn from school or community activities while working with or for others.
- **Character**  
The student of good character is cooperative; demonstrates high standards of honesty and reliability; shows courtesy, concern, and respect for others; and generally maintains a clean disciplinary record.

Students who meet the scholarship requirement will have an opportunity to complete a form detailing their accomplishments in and commitment to service, leadership, and character.

## **Understanding the Obligations of Membership**

Students who accept membership and are inducted into the chapter should be aware of the time and commitment involved with this honor. For example, there will be chapter meetings. The chapter bylaws should articulate the yearly meeting schedule and member attendance obligations. Members also must participate in chapter and individual service projects to benefit the school and community. Contact the chapter adviser to obtain a full list of the obligations of membership for the school's chapter.

# Uniform Complaint Procedures (UCP) Annual Notice

The Charter School is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Charter School shall investigate and seek to resolve complaints using policies and procedures known as the Uniform Complaint Procedure (“UCP”) adopted by our Governing Board 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 Charter School 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;
  - 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;
  - School Safety Plans; and/or
3. Complaints alleging noncompliance with laws relating to pupil fees. A student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity. A pupil fee includes, but is not limited to, all of the following:
  - A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.

- A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
- A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

Complaints of noncompliance with laws relating to pupil fees may be filed with the Head of School of Charter School or the Compliance Officer identified below.

4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF") or Local Control and Accountability Plans ("LCAP") under Education Code sections 47606.5 and 47607.3, as applicable. If Charter School adopts a School Plan for Student Achievement ("SPSA") in addition to its LCAP, complaints of noncompliance with the requirements of the SPSA under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under the UCP.

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.

Complaints regarding state preschool health and safety issues in local educational agencies exempt from licensing are governed by 5 C.C.R. sections 4690-4694, except as otherwise indicated.

Complaints other than complaints relating to pupil fees must be filed in writing with the following Compliance Officer:

Dr. Shalen Bishop, Executive Director  
 Address: 2150 Pickwick Drive #304 Camarillo, CA 93010  
 Phone: 805-222-0025  
 E-mail: [shalen.bishop@peak-prep.org](mailto:shalen.bishop@peak-prep.org)

Only complaints regarding pupil fees or LCAP compliance may be filed anonymously and only if the anonymous complainant provides evidence or information leading to evidence to support an allegation of noncompliance with laws relating to pupil fees or LCAP.

Complaints alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed within six (6) months from the date the alleged discrimination, harassment, intimidation, or



bullying, occurred or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying. All other complaints under the UCP 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 Charter School's Board of Directors approved the LCAP or the annual update was adopted by the Charter School.

The Compliance Officer responsible for investigating the complaint shall conduct and complete the investigation in accordance with California regulations and the Charter School's UCP Policy. The Compliance Officer shall provide the complainant with a final written investigation report ("Decision") within sixty (60) calendar days from the Charter School's receipt of the complaint. This sixty (60) calendar day time period may be extended by written agreement of the complainant.

The complainant has a right to appeal the Charter School's Decision to the California Department of Education ("CDE") by filing a written appeal within thirty (30) calendar days of the date of the Charter School's written Decision, except if the Charter School has used its UCP to address a complaint that is not subject to the UCP requirements. The appeal must include a copy of the complaint filed with the Charter School, a copy of the Charter School's Decision, and the complainant must specify and explain the basis for the appeal of the Decision, including at least one of the following:

1. The Charter School failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, the Charter School's Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in the Charter School's Decision are not supported by substantial evidence.
4. The legal conclusion in the Charter School's Decision is inconsistent with the law.
5. In a case in which the Charter School's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

A complainant who appeals the Charter School'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.

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.

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.

If the Charter School finds merit in a UCP complaint, or the CDE finds merit in an appeal, the Charter School 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.

A complainant may pursue available civil law remedies outside of Charter School'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, harassment, intimidation or bullying 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 the Charter School has appropriately, and in a timely manner, apprised the complainant of the complainant's right to file a complaint in accordance with 5 CCR § 4622.

A copy of the UCP shall be available upon request free of charge in the main office and on the school website. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the UCP, please contact the Head of School.

# Appendix A

Board Number: SS-7

Adopted: 1/29/2019

Revised: 8/12/2021

## **TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY**

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Peak Prep Pleasant Valley Charter School ("Charter School") prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

To the extent possible, the Charter School will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. The Charter School staff who witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

Moreover, the Charter School will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with whom the Charter School does business, or any other individual, student, or volunteer. This Policy applies to all employees, students, or volunteer actions and relationships, regardless of position or gender. The Charter School will promptly and thoroughly investigate and respond to any complaint of misconduct prohibited by this Policy in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted. The Charter School

complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

**Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator (“Coordinator”):**

Sabrina Ciolino, Principal

Peak Prep Pleasant Valley Charter School  
805-222-0025  
2150 Pickwick Drive, #304, Camarillo, CA 93010  
[shalen.bishop@peak-prep.org](mailto:shalen.bishop@peak-prep.org)

**Definitions**

**Prohibited Unlawful Harassment**

- Verbal conduct such as epithets, derogatory jokes or comments or slurs.
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school because of sex, race or any other protected basis.
- Retaliation for reporting or threatening to report harassment.
- Deferential or preferential treatment based on any of the protected characteristics listed above.

**Prohibited Unlawful Harassment under Title IX**

Title IX (20 U.S.C. § 1681 *et seq.*; 34 C.F.R. § 106.1 *et seq.*) and California state law prohibit discrimination and harassment on the basis of sex. In accordance with these existing laws, discrimination and harassment on the basis of sex in education institutions, including in the education institution’s admissions and employment practices, is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by the Charter School.

The Charter School is committed to providing a work and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual’s employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual’s work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual

regarding benefits and services, honors, programs, or activities available at or through the educational institution.

It is also unlawful to retaliate in any way against an individual who has articulated a good faith concern about sexual harassment against themselves or against another individual.

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults.
  - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
  - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
  - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.
- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
  - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
  - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
  - Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this Policy.

### **Prohibited Bullying**

**Bullying** is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an

intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable student <sup>1</sup> or students in fear of harm to that student's or those students' person or property.
2. Causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health.
3. Causing a reasonable student to experience a substantial interference with the student's academic performance.
4. Causing a reasonable student to experience a substantial interference with the student's ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

\* "Reasonable pupil" is defined as a pupil, including, but not limited to, an exceptional needs pupil, who exercises care, skill and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

**Cyberbullying** is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

**Electronic act** means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

1. A message, text, sound, video, or image.
2. A post on a social network Internet Web site including, but not limited to:
  - a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
  - b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of "bullying," above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
  - c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious student or a

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<sup>1</sup> "Reasonable student" is defined as a student, including, but not limited to, an exceptional needs student, who exercises care, skill and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

profile using the likeness or attributes of an actual student other than the student who created the false profile.

3. An act of “Cyber sexual bullying” including, but not limited to:
  - a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of “bullying,” above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
  - b. “Cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
4. Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

**Formal Complaint of Sexual Harassment** means a written document filed and signed by a complainant who is participating in or attempting to participate in the Charter School’s education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that the Charter School investigate the allegation of sexual harassment.

**Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

### **Bullying and Cyberbullying Prevention Procedures**

The Charter School has adopted the following procedures for preventing acts of bullying, including cyberbullying.

#### **1. Cyberbullying Prevention Procedures**

The Charter School advises students:

- a. To never share passwords, personal data, or private photos online.
- b. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- c. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
- d. To consider how it would feel receiving such comments before making comments about others online.

The Charter School informs Charter School employees, students, and parents/guardians of the Charter School’s policies regarding the use of technology in and out of the classroom. The Charter

School encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

## **2. Education**

Charter School employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. The Charter School advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at the Charter School and encourages students to practice compassion and respect each other.

The Charter School educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, gender identification, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other students based on protected characteristics.

The Charter School's bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop techniques and strategies to respond in a non-aggressive way to bullying-type behaviors. Students will also develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

The Charter School informs Charter School employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

## **3. Professional Development**

The Charter School annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other Charter School employees who have regular interaction with students.

The Charter School informs certificated employees about the common signs that a student is a target of bullying including:

- Physical cuts or injuries
- Lost or broken personal items
- Fear of going to school/practice/games
- Loss of interest in school, activities, or friends
- Trouble sleeping or eating
- Anxious/sick/nervous behavior or distracted appearance
- Self-destructiveness or displays of odd behavior
- Decreased self-esteem



The Charter School also informs certificated employees about the groups of students determined by the Charter School, and available research, to be at elevated risk for bullying. These groups include but are not limited to:

- Students who are lesbian, gay, bisexual, transgender, or questioning youth (“LGBTQ”) and those youth perceived as LGBTQ; and
- Students with physical or learning disabilities.

The Charter School encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for the Charter School’s students.

## **Grievance Procedures**

### **1. Scope of Grievance Procedures**

The Charter School will comply with its Uniform Complaint Procedures (“UCP”) policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person’s association with a person or group with one or more of the protected characteristics set forth in the UCP that:

- a. Are written and signed;
- b. Filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying prohibited by this part, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
- c. Submitted to the Charter School’s UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

The following grievance procedures shall be utilized for reports of misconduct prohibited by this Policy that do not comply with the writing, timeline, or other formal filing requirements of a uniform complaint. For formal complaints of sexual harassment, the Charter School will utilize the following grievance procedures in addition to its UCP when applicable.

### **2. Reporting**

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene when safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this policy for reporting alleged acts of misconduct prohibited by this Policy.

Any student who believes they have been subject to misconduct prohibited by this Policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the Coordinator:

Sabrina Ciolino, Principal

Peak Prep Pleasant Valley Charter School

805-222-0025

2150 Pickwick Drive, #304, Camarillo, CA 93010

[Sabrina.Ciolino@peak-prep.org](mailto:Sabrina.Ciolino@peak-prep.org)

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. The Charter School will investigate and respond to all oral and written reports of misconduct prohibited by this Policy in a manner that is not deliberately indifferent. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this Policy or other verbal, or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Head of School, Coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

The Charter School acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or administrative designee on a case-by-case basis.

The Charter School prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy. Knowingly making false statements or knowingly submitting false information during the grievance process is prohibited and may result in disciplinary action.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff, and any individual designated as a coordinator, investigator or decision-maker will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

### **3. Supportive Measures**

Upon the receipt of an informal or formal complaint of sexual harassment, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures. The Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint of sexual harassment, and explain the process for filing a formal complaint of sexual harassment.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to the Charter School's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the Charter School's educational environment, or deter sexual harassment. Supportive measures available to complainants and respondents may include but are not limited to counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The Charter School will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the Charter School to provide the supportive measures.

#### **4. Investigation and Response**

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of the Charter School, the Coordinator (or administrative designee) will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the Coordinator (or administrative designee) determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the Coordinator (or administrative designee) will inform the complainant of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator (or administrative designee) will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, the Coordinator (or administrative designee) will not reveal confidential information related to other students or employees.

For investigations of and responses to formal complaints of sexual harassment, the following grievance procedures will apply:

- Notice of the Allegations
  - Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:

- A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
  - A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
  - A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and
  - A statement that the Charter School prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.
- Emergency Removal
  - The Charter School may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with the Charter School's policies.
  - The Charter School may remove a respondent from The Charter School's education program or activity on an emergency basis, in accordance with the Charter School's policies, provided that the Charter School undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
  - This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.
- Informal Resolution
  - If a formal complaint of sexual harassment is filed, the Charter School may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If the Charter School offers such a process, it will do the following:
    - Provide the parties with advance written notice of:
      - The allegations;
      - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;
      - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
      - Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and
    - Obtain the parties' advance voluntary, written consent to the informal resolution process.
  - The Charter School will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.
- Investigation Process
  - The decision-maker will not be the same person(s) as the Coordinator or the investigator. The Charter School shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.

- In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.
- The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
- The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
- A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
- Prior to completion of the investigative report, the Charter School will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
- The investigator will complete an investigation report that fairly summarizes all relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.
- Dismissal of a Formal Complaint of Sexual Harassment
  - If the investigation reveals that the alleged harassment did not occur in the Charter School's educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable Charter School policy.
  - The Charter School may dismiss a formal complaint of sexual harassment if:
    - The complainant provides a written withdrawal of the complaint to the Coordinator;
    - The respondent is no longer employed or enrolled at the Charter School; or
    - The specific circumstances prevent the Charter School from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
  - If a formal complaint of sexual harassment or any of the claims therein are dismissed, the Charter School will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.
- Determination of Responsibility
  - The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
  - Determinations will be based on an objective evaluation of all relevant evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness.
  - The Charter School will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
    - The allegations in the formal complaint of sexual harassment;
    - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;

- The findings of facts supporting the determination;
- The conclusions about the application of the Charter School's code of conduct to the facts;
- The decision and rationale for each allegation;
- Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
- The procedures and permissible bases for appeals.

## **5. Consequences**

Students or employees who engage in misconduct prohibited by this Policy, knowingly make false statements or knowingly submit false information during the grievance process may be subject to disciplinary action up to and including expulsion from the Charter School or termination of employment. The Coordinator is responsible for effective implementation of any remedies ordered by the Charter School in response to a formal complaint of sexual harassment.

## **6. Right of Appeal**

Should the reporting individual find the Charter School's resolution unsatisfactory, the reporting individual may, within five (5) business days of notice of the Charter School's decision or resolution, submit a written appeal to the Executive Director, who will review the investigation and render a final decision.

The following appeal rights and procedures will also apply to formal complaints of sexual harassment:

- The complainant and the respondent shall have the same appeal rights and the Charter School will implement appeal procedures equally for both parties.
- The Charter School will notify the other party in writing when an appeal is filed.
- The decision-maker for the appeal will give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

## **7. Recordkeeping**

All records related to any investigation of complaints under this Policy are maintained in a secure location.

The Charter School will maintain the following records for at least seven (7) years:

- Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant.
- Records of any appeal of a formal sexual harassment complaint and the results of that appeal.
- Records of any informal resolution of a sexual harassment complaint and the results of that informal resolution.
- All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.

- Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

PEAK PREP PLEASANT VALLEY CHARTER SCHOOL

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION & BULLYING COMPLAINT FORM

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

Name of Person(s) you have a complaint against: \_\_\_\_\_

List any witnesses that were present: \_\_\_\_\_

Where did the incident(s) occur? \_\_\_\_\_

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

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

\_\_\_\_\_  
Signature of Complainant

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

**To be completed by the Charter School:**

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Follow up Meeting with Complainant held on: \_\_\_\_\_



# Appendix B

## **Professional Boundaries: Staff/Student Interaction Policy**

PPPV 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 Head of School 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.

# Appendix C

Board Number: SS-14

Adopted: 4/2/2020

Revised: 8/12/2021

## **SUICIDE PREVENTION POLICY**

The Board of Directors of Peak Prep Pleasant Valley Charter School (“Charter School”) recognizes that suicide is a major cause of death among youth and should be taken seriously. To attempt to reduce suicidal behavior and its impact on students and families, the Board of Directors has developed prevention strategies and intervention procedures.

In compliance with Education Code section 215, this policy has been developed in consultation with the Charter School and community stakeholders, Charter School school-employed mental health professionals (e.g., school counselors, psychologists, social workers, nurses), administrators, other school staff members, parents/guardians/caregivers, students, local health agencies and professionals, the county mental health plan, law enforcement, and community organizations in planning, implementing, and evaluating the Charter School’s strategies for suicide prevention and intervention. The Charter School must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, the Charter School shall appoint an individual (or team) to serve as the suicide prevention point of contact for the Charter School. The Head of School shall ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

### **Staff Development**

The Charter School, along with its partners, has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Training shall be provided for all school staff members. It may also be provided, when appropriate, for other adults on campus (such as substitutes and intermittent staff, volunteers, interns, tutors, coaches, and afterschool staff). Training shall include the following:

1. All suicide prevention trainings shall be offered under the direction of mental health professionals (e.g., school counselors, school psychologists, other public entity professionals, such as psychologists or social workers) who have received advanced training specific to suicide. Staff training may be adjusted year-to-year based on previous professional development activities and emerging best practices.
2. At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.
3. At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment or annually. Core components of the general suicide prevention training shall include:
  - a. Suicide risk factors, warning signs, and protective factors.
  - b. How to talk with a student about thoughts of suicide.
  - c. How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment.
  - d. Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member.
  - e. Emphasis on reducing stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide.
  - f. Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at <http://cal-schls.wested.org/>.
  - g. Information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
    - i. Youth affected by suicide.
    - ii. Youth with a history of suicide ideation or attempts.
    - iii. Youth with disabilities, mental illness, or substance abuse disorders.
    - iv. Lesbian, gay, bisexual, transgender, or questioning youth.
    - v. Youth experiencing homelessness or in out-of-home settings, such as foster care.
    - vi. Youth who have suffered traumatic experiences.
4. In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff may include the following components:
  - a. The impact of traumatic stress on emotional and mental health.
  - b. Common misconceptions about suicide.

- c. Charter School and community suicide prevention resources
- d. Appropriate messaging about suicide (correct terminology, safe messaging guidelines).
- e. The factors associated with suicide (risk factors, warning signs, protective factors);
- f. How to identify youth who may be at risk of suicide.
- g. Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on Charter School guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on Charter School guidelines.
- h. Charter School-approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed.
- i. Charter School-approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention).
- j. Responding after a suicide occurs (suicide postvention).
- k. Resources regarding youth suicide prevention.
- l. Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide.
- m. Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

### **Employee Qualifications and Scope of Services**

Employees of the Charter School must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs, and to prevent the immediate risk of a suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

### **Parents, Guardians, and Caregivers Participation and Education**

1. Parents/guardians/caregivers may be included in suicide prevention efforts. At a minimum, the Charter School shall share this Policy with parents/guardians/caregivers by notifying them where a complete copy of the policy is available.
2. This Suicide Prevention Policy shall be easily accessible and prominently displayed on the Charter School Web page and included in the Family Handbook.

3. Parents/guardians/caregivers should be invited to provide input on the development and implementation of this policy.
4. All parents/guardians/caregivers may have access to suicide prevention training that addresses the following:
  - a. Suicide risk factors, warning signs, and protective factors;
  - b. How to talk with a student about thoughts of suicide;
  - c. How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

### **Student Participation and Education**

Messaging about suicide has an effect on suicidal thinking and behaviors. Consequently, the Charter School along with its partners has carefully reviewed and will continue to review all materials and resources used in awareness efforts to ensure they align with best practices for safe messaging about suicide. Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students' feelings of connectedness with the Charter School and is characterized by caring staff and harmonious interrelationships among students.

The Charter School's instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and resilience. The instruction shall not use the stress model to explain suicide.

The Charter School's instructional curriculum may include information about suicide prevention, as appropriate or needed. If suicide prevention is included in the Charter School's instructional curriculum, it shall consider the grade level and age of the students and be delivered and discussed in a manner that is sensitive to the needs of young students. Under the supervision of an appropriately trained individual acting within the scope of their credential or license, students shall:

1. Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress. The content of the education may include:
  - a. Coping strategies for dealing with stress and trauma.
  - b. How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others.
  - c. Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help.
  - d. Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.



2. Receive developmentally appropriate guidance regarding the Charter School's suicide prevention, intervention, and referral procedures.

Student-focused suicide prevention education can be incorporated into classroom curricula (e.g., health classes, orientation classes, science, and physical education).

The Charter School will support the creation and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Week, Peer Counseling, Freshman Success, and National Alliance on Mental Illness on Campus High School Clubs).

### **Intervention and Emergency Procedures**

The Charter School designates the Head of School to act as the primary suicide prevention liaison.

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison.

The suicide prevention liaison shall then notify the student's parent/guardian as soon as possible if appropriate and in the best interest of the student. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

The suicide prevention liaison shall also refer the student to mental health resources at the Charter School or in the community.

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.

When a suicide attempt or threat is reported on campus or at a school-related activity, the suicide prevention liaison shall, at a minimum:

1. Ensure the student's physical safety by one or more of the following, as appropriate:
  - a. Securing immediate medical treatment if a suicide attempt has occurred.
  - b. Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened.
  - c. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
  - d. Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed.
  - e. Moving all other students out of the immediate area.

- f. Not sending the student away or leaving him/her alone, even to go to the restroom.
  - g. Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence.
  - h. Promising privacy and help, but not promising confidentiality.
2. Document the incident in writing as soon as feasible.
3. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed and coordinate and consult with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary.
4. After a referral is made, the Charter School shall verify with the parent/guardian that the follow up treatment has been accessed. Parents/guardians will be required to provide documentation of care for the student. If parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the parent to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build understanding of care. If follow up care is still not provided, the Charter School may contact Child Protective Services.
5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at the Charter School.
6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted on the Charter School campus, the suicide prevention liaison shall follow the crisis intervention procedures contained in the Charter School's safety plan. After consultation with the Head of School or designee and the student's parent/guardian about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the Head of School or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. Charter School staff may receive assistance from Charter School counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

In the event a suicide occurs or is attempted off the Charter School campus and unrelated to school activities, the Head of School or designee shall take the following steps to support the student:

1. Contact the parent/guardian and offer support to the family.
2. Discuss with the family how they would like the Charter School to respond to the attempt while minimizing widespread rumors among teachers, staff, and students.
3. Obtain permission from the parent/guardian to share information to ensure the facts regarding the crisis are correct.
4. The suicide prevention liaisons shall handle any media requests.
5. Provide care and determine appropriate support to affected students.
6. Offer to the student and parent/guardian steps for re-integration to school. Re-integration may include obtaining a written release from the parent/guardian to speak with any health care providers; conferring with the student and parent/guardian about any specific requests on how to handle the situation; informing the student's teachers about possible days of absences; allowing accommodations for make-up work (being understanding that missed assignments may add stress to the student); appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; and working with the parent/guardian to involve the student in an aftercare plan.

### **Supporting Students during or after a Mental Health Crisis**

Students shall be encouraged through the education program and in the Charter School activities to notify a teacher, the Head of School, another Charter School administrator, psychologist, Charter School counselor, suicide prevention liaisons, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions. Charter School staff should treat each report seriously, calmly, and with active listening and support. Staff should be non-judgmental to students and discuss with the student, and parent/guardian, about additional resources to support the student.

### **Responding After a Suicide Death (Postvention)**

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on the school community, including students and staff. The Charter School shall follow the below action plan for responding to a suicide death, which incorporates both immediate and long-term steps and objectives:

The suicide prevention liaison shall:

1. Coordinate with the Head of School to:
  - a. Confirm death and cause.
  - b. Identify a staff member to contact deceased's family (within 24 hours).

- c. Enact the Suicide Postvention Response.
  - d. Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
- 2. Coordinate an all-staff meeting, to include:
  - a. Notification (if not already conducted) to staff about suicide death.
  - b. Emotional support and resources available to staff.
  - c. Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration).
  - d. Share information that is relevant and that which you have permission to disclose.
- 3. Prepare staff to respond to needs of students regarding the following:
  - a. Review of protocols for referring students for support/assessment.
  - b. Talking points for staff to notify students.
  - c. Resources available to students (on and off campus).
- 4. Identify students significantly affected by suicide death and other students at risk of imitative behavior.
- 5. Identify students affected by suicide death but not at risk of imitative behavior.
- 6. Communicate with the larger school community about the suicide death.
- 7. Consider funeral arrangements for family and school community.
- 8. Respond to memorial requests in respectful and non-harmful manner; responses should be handled in a thoughtful way and their impact on other students should be considered.
- 9. Identify media spokesperson if needed.
- 10. Include long-term suicide postvention responses:
  - a. Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant event) and how these will be addressed.
  - b. Support siblings, close friends, teachers, and/or students of deceased.
  - c. Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide.

## Appendix D

Adopted: 8/12/2021

Revised:

### **SUSPENSION AND EXPULSION POLICY AND PROCEDURES**

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and wellbeing of all students at the Charter School. In preparing this policy, the Charter School has reviewed other suspension and expulsion policies, as well as the Education Code. When the policy is violated, it may be necessary to suspend or expel a student from the Charter School. This policy shall serve as Charter School's policy and procedures for student suspension and expulsion, and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements and as required by the Pleasant Valley School District, approved as material revisions to the charter in accordance with Education Code Section 47607. Although many of the students of the Charter School work from home, this policy is written broadly to apply as needed to the Charter School students at school-sponsored activities or at school facilities.

Staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will clearly describe discipline expectations, and it will be printed and distributed as part of the Student & Parent Information Packet that is sent to each student at the beginning of the school year.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, detention during and after school hours, use of alternative educational environments, suspension and expulsion.

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 the 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 otherwise comply with legal requirements regarding restraints.

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that these Policy and Administrative Procedures are available on request from the Head of School.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. Charter School will follow all applicable federal and state laws, including the IDEIA, Section 504, implementing regulations and implementing state law and regulations, when imposing any form of discipline on a student identified as an individual with disabilities or for whom Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the basis for which the pupil is being involuntarily removed and his or her right to request a hearing to challenge the involuntary removal. If a parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

#### **A. Grounds for Suspension and Expulsion of Students**

A student may be suspended or expelled for prohibited misconduct if the act is related to:

1. A school activity,
2. School attendance, or
3. A Charter School sponsored event.

A Pupil may be suspended or expelled for acts that are enumerated below and related to school activity or attendance that occur at any time, including, but not limited to any of the following:

1. While on school grounds;
2. Travelling to or from school;
3. During, going to, or coming from a school-sponsored activity.

## **B. Enumerated Offenses**

1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:
  - a. Caused, attempted to cause, or threatened to cause physical injury to another person.
  - b. Willfully used force of violence upon the person of another, except self-defense.
  - c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
  - d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
  - e. Committed or attempted to commit robbery or extortion.
  - f. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
  - g. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
  - h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
  - i. Committed an obscene act or engaged in habitual profanity or vulgarity.
  - j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5.
  - k. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. This section shall apply to pupils in any of grades 9 to 12, inclusive.
  - l. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
  - m. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
  - n. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against

that student for being a witness.

- o. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p. Engaged in or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- q. Made terrorist threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- r. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any



of grades 4 to 12, inclusive.

- u. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
- ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
- iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
- iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2) “Electronic Act” means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- i. A message, text, sound, video, or image.
- ii. A post on a social network Internet Web site including, but not limited to:
  - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
  - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably

believed, that the pupil was or is the pupil who was impersonated.

- (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

- iii. An act of cyber sexual bullying.

- (a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

- (b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

- v. A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
- w. Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Head of School or designee’s concurrence.

- 2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Head of School or designee's concurrence.
  - b) Brandished a knife at another person.
  - c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
  - d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 287, 288, or 289 or former Section 288a of the Penal Code, or committing a sexual battery as defined in Penal Code Section 243.4.
3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:
- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
  - b) Willfully used force or violence upon the person of another, except self-defense.
  - c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
  - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
  - e) Committed or attempted to commit robbery or extortion.
  - f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
  - g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
  - h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
  - i) Committed an obscene act or engaged in habitual profanity or vulgarity.

- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.

- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
  - r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
  - s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
  - t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
    - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
    - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
    - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
  - 2) "Electronic Act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a

telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- i. A message, text, sound, video, or image.
  - ii. A post on a social network Internet Web site including, but not limited to:
    - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
    - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
  - iii. An act of cyber sexual bullying.
    - (a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
    - (b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
3. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

(u) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to

another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).

(v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Head of School or designee's concurrence.

4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Head of School or designee's concurrence.
- b) Brandished a knife at another person.
- c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
- d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 287, 288, or 289 or former Section 288a of the Penal Code, or committing a sexual battery as defined in Penal Code Section 234.4.

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term “destructive device” means any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.



## **Suspension/Expulsion Procedures**

Alternatives to suspension or expulsion will first be attempted with students who are truant, tardy, or otherwise absent from assigned school activities.

### **Suspensions**

Suspensions shall be initiated according to the following procedures:

#### **1. Conference**

Suspension shall be preceded, if possible, by a conference conducted by the Head of School or the Head of School's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or school employee who referred the student to the Head of School. The conference may be omitted if the Head of School or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense.

This conference shall be held within two (2) school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization.

No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with school officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

#### **2. Notices to Parents/Guardians**

At the time of suspension, the Head of School or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

#### **3. Suspension Time Limits/Recommendation for Placement/Expulsion Suspensions, when not**

including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension.

Upon a recommendation of Placement/Expulsion by the Head of School or Head of School's designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. The Head of School or designee upon either of the following determinations will make this determination: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

This determination will be made by the Head of School or designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

#### 4. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the pupil, or the affected pupil, a teacher shall provide to a pupil in any of grades 1 to 12, inclusive, who has been suspended from school for two or more schooldays, the homework that the pupil would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the pupil either upon the pupil's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the pupil's overall grade in the class.

#### Expulsions

##### *Authority to Expel:*

*As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.*

*A student may be expelled either by the neutral and impartial Governing Board following a hearing before it or by the Governing Board upon the recommendation of a neutral and impartial Administrative Panel to be assigned by the Governing Board as needed. The Administrative Panel shall consist of at least three members who are certificated and neither a teacher of the pupil nor a Board member of the Governing Board. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.*

Expulsions shall be initiated according to the following procedures:

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Head of School or designee determines that the Pupil has committed an expellable offense.

In the event an administrative panel hears the case, it will make a recommendation to the Governing Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules that relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the school to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

***Special procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses***

The Charter School may, upon finding a good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, only the Governing Board, administrative panel, or the hearing officer may present the testimony of the witness at the hearing in the form of sworn declarations that shall be examined. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive a notice within five days of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the person or panel conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The person conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The person conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in the public at the request of the pupil being expelled, the complaining witness shall have

the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are not alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing by means of closed-circuit television.

10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

### **Record of Hearing**

A record of the hearing shall be made and will be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

### **Presentation of Evidence**

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay and sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the accused pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Governing Board who will make a final determination regarding the expulsion. The final decision by the Governing Board shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Governing Board is final.

If the expulsion-hearing panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

### **Written Notice to Expel**

The Head of School or designee following a decision of the Governing Board to expel shall send written notice of the decision to expel, including the Governing Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following:

1. Notice of the specific offense committed by the student
2. Notice of the student or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.
3. The Head of School or designee shall send a copy of the written notice of the decision to expel to the student's district of residence. This notice shall include the following:
  - i. The student's name
  - ii. The specific expellable offense committed by the student Disciplinary

### **Records**

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the Pleasant Valley School District upon request.

### **No Right to Appeal**

The pupil shall have no right of appeal from expulsion from the Charter School as the Governing Board decision to expel shall be final.

### **Expelled Pupils/Alternative Education**

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence.

### **Rehabilitation Plans**

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Governing Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

### **Readmission**

The decision to readmit a pupil or to admit a previously expelled pupil from another school, school district or Charter School shall be in the sole discretion of the Governing Board following a meeting with the Head of School and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment.

The Head of School shall make a recommendation to the Governing Board following the meeting regarding his or her determination. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

### **Notice to Teachers**

The Charter School shall notify teachers of each pupil who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

### ***Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities or Involuntary Removal of Students with Disabilities***

#### **1. Notification of SELPA**

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA before discipline of any student with a disability or any student who the Charter School or SELPA would be deemed to have knowledge had a disability

#### **2. Services During Suspension**

Students suspended for more than ten (10) school days in a school year and Students whose cumulative suspensions constitute a change in placement under the IDEA shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP or 504 Plan; and receive, as appropriate, a functional behavioral assessment, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting for up to 45 days.

#### **3. Procedural Safeguards/Manifestation Determination**

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP or Section 504 Team shall review all relevant information in the student's file, including the child's IEP or 504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP.

If the Charter School, the parent, and relevant members of the IEP Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP Team make the determination that the conduct was a manifestation of the child's disability, the IEP Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

#### 4. Due Process Appeals and 504 Appeals

The parent of a child who qualifies under the IDEIA who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office



of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures. The parent of a child with a 504 plan who disagrees with any decision regarding the placement or the manifestation determination may utilize the dispute resolution process and hearing procedures as outlined in the 504 policies and procedure.

The Charter School shall be solely responsible for its representation at hearing and the related costs of this process and as described herein, shall fully indemnify the Pleasant Valley School District for the same. When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer, in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

## 5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by- case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Head of School or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 USC Section 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 USC Section 1415(k) (7) (D), upon a person while at school, on school premises, or at a school function.

## 6. Interim Alternative Educational Setting

The student's IEP team shall determine the student's interim alternative educational setting.

### Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated a school's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student needs special education or related services.
- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the Head of School or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEIA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge of that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.



# **Employee Handbook 2022-2023**

**2150 Pickwick Dr  
#304  
Camarillo, CA 93010**

**Phone: (805) 222-0025**

**Website: [www.peak-prep.com](http://www.peak-prep.com)**

## ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE EXECUTIVE DIRECTOR.

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 the School, and retain this Handbook for your reference.**

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# INTRODUCTION TO HANDBOOK

This Handbook is designed to help employees get acquainted with Peak Prep Pleasant Valley (hereinafter referred to as “PPPV” or the “School”). It explains some of our philosophies and beliefs, and describes some of our employment guidelines in general terms. Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at the School. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the School or its employees. In no way does the Handbook replace any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Due to the fact that the School is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. PPPV also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

No individual other than the Board of Directors has the authority to enter into any employment or other agreement that modifies School policy. Any such modification *must* be in writing.

This Handbook is the property of the School, and it is intended for personal use and reference by employees of the School. Circulation of this Handbook outside of the School requires the prior written approval of the Executive Director.

Employees must sign the acknowledgment form at the beginning of this Handbook, tear it out, and return it to the Executive Director. This will provide the School with a record that each employee has received this Handbook.

# CONDITIONS OF EMPLOYMENT

## Equal Employment Opportunity Is Our Policy

PPPV 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 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 a School representative with day-to-day personnel responsibilities 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. PPPV will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. PPPV 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.

### **Employment At-Will**

Except if stated expressly otherwise by employment contract, it is the policy of the School that all employees are considered “at-will” employees of the School. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the School to have “cause” to terminate an employee or otherwise restrict the School’s right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School’s right to terminate at-will. No School representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School’s policy regarding “at-will” employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices, shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

### **Child Abuse and Neglect Reporting**

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.

PPPV 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.

### **Criminal Background Checks**

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee, during his/her employment with the School, be arrested for, charged with, or convicted of any offense, the employee must immediately report as much to the Executive Director.

### **Tuberculosis Testing**

All employees of the School must submit written proof from a physician 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.

### **Immigration Compliance**

PPPV 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, PPPV 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.

### **Professional Boundaries: Staff/Student Interaction Policy**

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

#### **Corporal Punishment**

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

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

#### **A. Examples of PERMITTED actions (NOT corporal punishment)**

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

#### **B. Examples of PROHIBITED actions (corporal punishment)**

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;

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

### Acceptable and Unacceptable Staff/Student Behavior

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

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

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

### Duty to Report Suspected Misconduct

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

### Examples of Specific Behaviors

The following examples are not an exhaustive list:

### Unacceptable Staff/Student Behaviors (Violations of this Policy)

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

### Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

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

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

### Cautionary Staff/Student Behaviors

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

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

### Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.
- (g) Keeping parents informed when a significant issue develops about a student.

- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing the Executive Director about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.

### **Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation**

PPPV is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. PPPV'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 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.

PPPV 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 Executive Director or designee.

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

PPPV 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.

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 Executive Director. See **Appendix A** for the “Harassment/Discrimination/Retaliation Complaint Form.” See **Appendix B** for the general “Internal Complaint Form.”

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults and
  - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another’s body, or poking another’s body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
  - Sexually oriented gestures, notices, remarks, jokes, or comments about a person’s sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.
  - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee’s job more difficult because of the employee’s sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
  - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
  - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
  - Displaying signs or other materials purporting to segregate an employee by sex in



an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate PPPV policy.

### **Whistleblower Policy**

PPPV 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.

### **Drug and Alcohol Free Workplace**

PPPV is committed to providing a drug and alcohol free workplace and to promoting safety in the workplace, employee health and well-being, stakeholder confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals, since it adversely affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use in the workplace or during the performance of job duties is extremely harmful to employees and to other PPPV stakeholders.

The bringing to the workplace, possession or use of intoxicating beverages or drugs on any School premises or during the performance of work duties is prohibited and will result in disciplinary action up to and including termination.

## **Confidential Information**

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

## **Conflict of Interest**

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

## **Smoking**

The PPPV facility is a no smoking facility.

# **THE WORKPLACE**

## **Work Schedule**

Business hours are normally 8:00 a.m. – 4:00 p.m., Monday through Friday. The regular workday schedule for nonexempt employees is eight (8) hours; the regular workweek schedule is forty (40) hours. Exempt employees are 8:00 a.m. – 3:30pm and generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

## **Meal and Rest Periods**

Nonexempt employees working at least five (5) hours are provided with a thirty (30) minute meal period, to be taken approximately in the middle of the workday but by no later than the end of the 5<sup>th</sup> 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 PPPV mutually consent to the waiver in writing.

Nonexempt employees are also provided with a ten (10) minute rest period for every four (4) hours worked which 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.

## **Lactation Accommodation**

PPPV 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.

PPPV 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.

## **Attendance and Tardiness**

All employees, whether exempt or nonexempt, are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affects the School's ability to implement its educational program and disrupts consistency in students' learning.

If it is necessary to be absent or late, employees are expected to telephone the Executive Director as soon as possible but no later than one-half (1/2) hour before the start of the workday. If an employee is absent from work longer than one (1) day, he or she is expected to keep the Executive Director sufficiently informed of the situation.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with the School. Absence for more than three (3) consecutive days without notifying the Executive Director will be considered a voluntary resignation from employment.

### **Time Cards/Records**

By law, PPPV is obligated to keep accurate records of the time worked by nonexempt employees. Such employees shall keep be required to utilize the School's time card 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 time card 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 time cards and remembering to record time worked. If an employee forgets to mark their time card or makes an error on the time card, the employee must contact the Executive Director to make the correction and such correction must be initialed by both the employee and the Executive Director.

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.

### **Use of Email, Voicemail and Internet Access**

PPPV will permit employees to use its email, voicemail systems and Internet access subject to the following:

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.
2. The email system and Internet access is not to be used in any way that may be disruptive, offensive to others, 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 race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.

3. Employees should not attempt to gain access to another employee's personal file or email or voicemail messages without the latter's express permission.
4. School staff will not enter an employee's personal email files or voicemail unless there is a business need to do so. PPPV retains a copy of all passwords; passwords unknown to the School may not be used. System security features, including passwords and delete functions, do not neutralize the School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.
5. Employees should not use personal devices or email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's email account.

### **Personal Business**

PPPV's facilities for handling mail and telephone calls are designed to accommodate School business. Employees should have personal mail directed to their home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside the immediate dialing area. Do not use School material, time or equipment for personal projects.

### **Social Media**

If an employee decides to post information on the Internet (i.e., personal blog, Facebook, Instagram, Twitter, etc.) that discusses any aspect of his/her workplace activities, the following restrictions apply:

- School equipment, including School computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be strictly followed;
- 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;
- Employees are not authorized to publish any confidential or proprietary information maintained by the School;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against unlawful harassment and retaliation.

The School reserves the right to take disciplinary action against any employee whose social media postings violate this or other School policies.

### **Personal Appearance/Standards of Dress**

PPPV employees serve as role models to the School's students. All employees should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

Employees are encouraged to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Accordingly, all employees shall adhere to the following standards of dress:

- 1) Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in women's dresses or skirts that are no higher than three (3) inches above the knee.
- 2) Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection. All hats are to be removed upon entering school buildings. For exceptions to this policy, prior approval must be granted by the Executive Director.
- 3) Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Jeans are not permitted. Shorts should be modest in length and should be no higher than three (3) inches above the knee.
- 4) Skirts and dresses should be no higher than three (3) inches above the knee.
- 5) All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
- 6) For safety purposes, earrings must not dangle more than one (1) inch below the ear.
- 7) Clothing or jewelry with logos that depict and/or promote gangs, drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
- 8) Appropriate shoes must be worn at all times.

### **Health and Safety Policy**

PPPV is committed to providing and maintaining a healthy and safe work environment for all employees.

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 report immediately to the Executive Director any potential health or safety hazards, and all injuries or accidents.

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

### **Security Protocols**

PPPV has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Executive Director. Employee desk or office should be secured at the end of the day. When an employee is called away from his or her work area for an extended length of time, valuable or personal articles should not be left around a work station that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Executive Director when keys are missing or if security access codes or passes have been breached.

### **Occupational Safety**

PPPV is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

The prevention of accidents is the responsibility of every School supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. PPPV's management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce School safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

### **Accident/Incident Reporting**

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on School premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

### **Reporting Fires and Emergencies**

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911.

# EMPLOYEE WAGES AND HEALTH BENEFITS

## Payroll Withholdings

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the Executive Director to explain them.

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

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

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

## Overtime Pay

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

### **Paydays**

Paydays are scheduled twice per month. If an employee observes any error in his or her check, it should be reported immediately to the Executive Director.

### **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 Executive Director will discuss the situation with the employee.

### **Medical Benefits**

#### Eligibility

An employee is eligible for medical coverage if he or she is a regular employee working for the School at least thirty (30) hours per week.

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

#### When Coverage Starts

Employee coverage will begin on the first day of employment or if hired mid-month it will start on the first day of the next month. An enrollment form must be submitted to the Executive Director as soon as possible. This form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for coverage.

### **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.

PPPV 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. PPPV 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;
- PPPV 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.

# **PERSONNEL EVALUATION AND RECORD KEEPING**

## **Employee Reviews and Evaluations**

Each employee will receive periodic performance reviews conducted by the Executive Director. Performance evaluations will be conducted annually. 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 work performed, 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. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, an employee will be required to sign the evaluation report simply to acknowledge that it has been presented to them, that they have discussed it with the Executive Director, and that they are aware of its contents.

Newly hired employees may have their performance goals reviewed by the Executive Director within the first ninety (90) days of employment.

Salary and potential for advancement will be based largely upon job performance. On a periodic basis, the Executive Director will review employee job performance with an employee in order to establish goals for future performance and to discuss current performance. PPPV's evaluation system will in no way alter the at-will employment relationship.

## **Personnel Files and Record Keeping Protocols**

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep the Executive Director advised of changes that should be reflected in their personnel file. Such changes include: change in 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 an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. PPPV will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Executive Director. Only the Executive Director or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

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.

# **HOLIDAYS, VACATIONS AND LEAVES**

## **Holidays**

PPPV calendar reflects any and all holidays observed by the School. The following holidays are generally observed by public entities, including public schools:

- New Year's Day
- Martin Luther King Jr. Birthday
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day

Other days during the school year, such as days during the School's calendared breaks, shall not be paid time for nonexempt employees in active status. Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Executive Director. The employee will be paid if the religious holiday is taken as an earned paid leave day (i.e. vacation, personal necessity day, etc., as applicable). The employee will not be paid if the religious holiday is taken as a personal leave of absence day. Employees on any leave of absence do not earn holiday pay.

## **Vacation**

While the School recognizes the importance of vacation time as a period of rest and rejuvenation away from the job, vacations must be scheduled with due consideration for "peak traffic periods" in the school. With this in mind, it is expected that vacation time will be taken when school is not in session.

Regular full-time employees are entitled to vacation terms based upon date of hire, length of service and status with the School. Full-time clerical staff shall accrue ten (10) days of paid vacation each year, beginning after six (6) months of service. Paid vacation time for administrators will be established in the administrator's employment contract. Employees working on part-time basis (less than full-time) shall not earn vacation days.

Any vacation time taken during the school year or otherwise should be coordinated and cleared by the Executive Director subject to scheduling and seniority. No vacation time may be taken by clerical staff during the last two weeks of August unless specifically authorized by the Executive Director.

For clerical employees, vacation days should be taken when school is not in session, preferably between July 1 to August 15. Vacation time is figured on a school year beginning with the opening of school rather than on a fiscal year.

Vacation time may not be utilized before it is earned. An employee whose employment terminates will be paid for accrued unused vacation days. Vacation can accrue up to a maximum of fifteen (15) days of pay. Once this cap is reached, no further vacation will accrue until some vacation is used. When some vacation is used, vacation compensation will begin to accrue again. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap.

### **Unpaid Leave of Absence**

PPPV 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.

### **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) 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. All eligible employees shall be credited with twenty-four (24) hours of sick leave at the beginning of each work year. Furthermore, all full-time employees will accrue additional sick leave per month worked for a total of ten (10) days per full work year. Up to four days of sick leave may be used for personal necessity leave.

Employees cannot use paid sick leave until the ninetieth (90th) calendar day following the employee's start date. Sick leave must be taken by eligible employees in increments of two (2)

hours. Accrued sick leave does not carry over from year to year and the School does not pay employees in lieu of unused sick leave.

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.

### **Catastrophic Injury or Illness Leave**

Catastrophic injury or illness is defined as a life-threatening injury or illness of an employee which totally incapacitates the employee from work, or of an employee's family member (e.g., spouse/partner, child, or parent), as verified by a licensed physician and which forces the employee to exhaust all leave time earned by that employee, resulting in the loss of compensation for the employee. Conditions that are short-term in nature (e.g., the flu, back pain, a broken limb, etc.) are not catastrophic. Acute chronic illnesses or injuries, such as cancer or major surgery, which result in intermittent absences from work, and which are long-term in nature and require long recuperation periods, may be considered catastrophic. The catastrophic leave program shall be implemented as follows:

1. Employees may donate up to two (2) sick leave days per fiscal year and to a sick leave bank for employees suffering a catastrophic illness/injury. However, employees must retain at least five (5) sick leave days for their own account. All transfers of sick leave are irrevocable.
2. Catastrophic leave requests must be submitted in writing to the Superintendent. Any employee requesting to receive donated sick leave under this program shall first exhaust all paid leave (e.g., sick and vacation leave) they have accrued.
3. The Superintendent shall determine whether or not to grant a request for catastrophic leave based on verification by a medical doctor as to the nature of the illness or injury, anticipated length of absence, and the prognosis for recovery. There is no right to receive catastrophic leave donations. The Superintendent may, in their sole and unreviewable discretion, decline an employee's request for catastrophic leave benefits for any reason.
4. All information provided by the employee requesting catastrophic leave shall be held in strict confidence by the School and shall be isolated from other employment records as required by applicable law.
5. The number of sick days that can be received by an employee from the catastrophic leave bank is limited to twenty (20) per fiscal year.



6. If an employee is also receiving any form of disability benefits, which are paid on a weekly basis, the total amount of catastrophic leave pay the employee may receive on a weekly basis, when added to the amount of disability benefits the employee is receiving, shall not exceed the employee's total weekly salary. Employees must disclose to the School whether they are receiving any such disability benefits.
7. Any reinstatement rights for employees utilizing catastrophic leave shall be in accordance with applicable law.
8. Participation in this program is voluntary. Recipient employees shall not offer anything of value to another employee in exchange for donating leave. Likewise, donating employees shall not receive anything of value from another employee in exchange for donating leave.

### **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 leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles, (except for purposes of CFRA where the 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, or sibling for CFRA purposes..
  4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.
  5. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.
- Amount of FMLA/CFRA Leave Which May Be Taken
    1. FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for 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 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/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.

PPPV 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 Executive Director. 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.

## **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**

PPPV 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. PPPV 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 Executive Director. 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 PPPV 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.

### **Industrial Injury Leave (Workers' Compensation)**

PPPV, 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;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Executive Director; 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. PPPV, 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 Executive Director 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.

### **Military and Military Spousal Leave of Absence**

PPPV 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, PPPV 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.

PPPV 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.

### **Bereavement Leave**

Exempt employees are entitled to a leave of up to three (3) days without loss of pay due to a death in the immediate family (parent, spouse, son/daughter, sister/brother, parents-in-law, son/daughter-in-law, grandparents, grandchild). Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off.

### **Jury Duty or Witness Leave**

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. For all nonexempt employees, the School will pay for up to three (3) days if an employee is called to serve on a jury.

### **Voting Time Off**

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 Executive Director at least two (2) days notice.

### **School Appearance and Activities Leave**

As required by law, PPPV 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 PPPV, 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.

### **Bone Marrow and Organ Donor Leave**

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

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

An employee requesting Donor Leave must provide written verification to the School that 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 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.

### **Victims of Abuse Leave**

PPPV 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, 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 PPPV 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 PPPV one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law

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

### **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 Executive 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.

# **DISCIPLINE AND TERMINATION OF EMPLOYMENT**

## **Rules of Conduct**

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only and applies to all employees of the School; other types of conduct that threaten security, personal safety, employee welfare and the School's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of the School. If an employee is working under a contract with the School which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Unprofessional conduct.
3. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
4. 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.
5. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
6. Fighting or instigating a fight on School premises.
7. Violations of the drug and alcohol policy.
8. Using or possessing firearms, weapons or explosives of any kind on School premises.
9. Gambling on School premises.
10. 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 time cards.
11. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record the clock card.
12. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
13. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
14. Excessive absenteeism or tardiness excused or unexcused.
15. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
16. Immoral or indecent conduct.
17. Conviction of a criminal act.
18. Engaging in sabotage or espionage (industrial or otherwise)
19. Violations of the sexual harassment policy.
20. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
21. Sleeping during work hours.
22. Release of confidential information without authorization.



23. Any other conduct detrimental to other employees or the School's interests or its efficient operations.
24. Refusal to speak to supervisors or other employees.
25. Dishonesty.
26. Failure to possess or maintain the credential/certificate required of the position.

For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

### **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.

While employed by the School, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

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

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. PPPV 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.

### **Termination of Employment**

Should it become necessary for an employee to terminate their at-will employment with the School, employees should notify the Executive Director regarding their intention as far in advance as possible. At least two (2) weeks' notice is expected whenever possible.

When an employee terminates their at-will employment, they will be entitled to all earned but unused vacation pay. If an employee is participating in the medical and/or dental plan, they will be provided information on their rights under COBRA.

# INTERNAL COMPLAINT REVIEW

The purpose of the “Internal Complaint Review Policy” is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Executive Director 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 Executive Director or designee:

1. The complainant will bring the matter to the attention of the Executive Director as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Executive Director or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the Executive Director, the complainant may file 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 Executive Director or Board President (if the complaint concerns the Executive

Director) as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

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

1. The Executive Director or designee shall use 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 Executive Director (or designee) finds that a complaint against an employee is valid, the Executive Director (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Executive Director (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The Executive Director's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

### **General Requirements**

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Board (if a complaint is about the Executive Director) or the Executive Director or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

## **AMENDMENT TO EMPLOYEE HANDBOOK**

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

PPPV 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.

## APPENDIX A

### HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

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

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

*PPPV 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):

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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

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):

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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: \_\_\_\_\_



## SERVICE AGREEMENT

This Service Agreement (the “**Agreement**”) is dated the 6th of May, 2022 between Peak Prep Pleasant Valley, a CA Charter school district (hereinafter “**School District**”), and Addiction Treatment Technologies, LLC DBA Care Solace, a Delaware limited liability company (hereinafter “**Care Solace**”). School District and Care Solace may be referred to individually as “**Party**,” or collectively as “**Parties**.”

### RECITALS

**WHEREAS**, Care Solace provides a web-based navigation system to assist its school district clients and the districts’ students and parents in locating and connecting with mental health treatment providers (hereinafter the “**Services**”), and agrees to provide the Services to School District on the terms and conditions set forth in this Agreement; and

**WHEREAS**, School District desires for Care Solace to assist it in connecting students and families with mental health treatment providers.

### TERMS AND CONDITIONS

**NOW, THEREFORE**, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### Scope of Services

1. Care Solace shall provide the Services as follows:

1.1 Care Solace owns and operates a website located at the URL [caresolace.org](https://caresolace.org) which provides information related to mental health treatment providers (hereinafter the “**Main Site**”). As part of this Agreement, Care Solace will manage and operate a version of the Main Site that is branded with School District’s name (hereinafter the “**Branded Site**”). Care Solace will take all reasonable steps to ensure the Branded Site is live in July 2022. Care Solace will provide access to the Branded Site to users authorized by the School District, including School District staff, students, and parents (hereinafter the “**Authorized Users**”), on a Software-as-a-Service (“**SaaS**”) basis pursuant to the terms and conditions set forth in Paragraphs 26-34, *infra*.

1.2 Care Solace shall facilitate a process called the “**Warm Handoff®**,” whereby School District staff or third-party contractors, consultants, or other parties to whom School District has outsourced institutional services (hereinafter “**Independent Contractors**”) designated as school officials pursuant to 34 CFR § 99.31(a)(1)(i)(B) provide Care Solace with contact information of a student or family in need of mental health treatment providers (hereinafter the “**Treatment Providers**”). The family contact shall be a parent, legal guardian, or other adult primary contact as directed by School District. Care Solace will then work directly with the primary contact to connect the student to Treatment Providers.

1.3 In addition to providing Authorized Users with access to the Branded Site, Care Solace will also provide Authorized Users with telephone and email access to a Care Companion™. The Care Companions are care coordinators with experience in customer service, trained to navigate the mental health system and health insurance.

The Care Companions are not licensed mental health professionals and do not diagnose, assess or evaluate. No provider-patient relationship is formed by provision of services by a Care Companion to an Authorized User. The Care Companions are not a crisis response team. The Care Companions are available to work directly with students and families to connect them with Treatment Providers. Care Companions are available 24 hours per day, 7 days per week.

1.4 Care Solace connects Authorized Users with Treatment Providers based on criteria such as geographic proximity, whether the provider accepts the Authorized User's insurance, and whether the provider is accepting new patients. Care Solace will use reasonable efforts to have each Treatment Provider it refers to Authorized Users reviewed through Care Solace's verification process. The information available on Treatment Providers through the verification process may vary significantly.

### **Care Solace is Not a Treatment Provider**

**2. Care Solace is not a mental health treatment provider or a provider network, and does not provide mental health treatment or other health care treatment to Authorized Users. Rather, Care Solace acts solely as a care coordinator by connecting Authorized Users to Treatment Providers. Care Solace does not represent, warrant or guarantee that Treatment Providers are of a particular quality. Care Solace shall not be liable for the quality of care provided by Treatment Providers.**

### **Implementation Process**

3. Care Solace will provide an onsite or virtual walk-through of the Services to School District representatives designated by School District in order to demonstrate the features and functionality of the Services.

4. Care Solace will conduct initial on-boarding training sessions with School District staff designated by School District in order to explain and demonstrate the Services.

5. Care Solace will provide training and on-going support concerning the use and functionality of the Services to key stakeholders of School District as requested by School District. Key stakeholders may include, but are not limited to: School District's mental health team, psychologists, counselors, assistant principals, principals, human resources staff, district leadership, and parent-teacher associations.

6. Care Solace will assist in providing access to the Branded Site on School District's website as well as individual school websites, as requested by School District.

7. Care Solace will provide backpack mailer templates and email/text templates for School District to deliver to students and parents quarterly, or four times per year, to remind them of the Services and provide the URL for the Branded Site.

8. School District shall designate one of its employees as its principal contact for communicating with Care Solace regarding technical issues in the provision of the Services, and shall notify Care Solace of such designation in writing within fifteen (15) days of the execution of this Agreement. School District may change its principal contact from time to time by providing written notice to Care Solace pursuant to Paragraph 54, *infra*.

### **Term of Agreement and Fees**

9. This Agreement shall be effective as of May 6, 2022 (hereinafter the “Effective Date”).

10. The initial term of this Agreement (hereinafter the “Initial Term”) will begin on July 1, 2022 and continue through June 30, 2023. This Agreement may be renewed for one-year terms (hereinafter, “Renewal Term”) on July 1st of each year following the Initial Term (hereinafter the “Renewal Date”). In California, the maximum term of this Agreement is five years per Cal. Educ. Code § 17596.

11. In exchange for the Services contemplated under this Agreement, School District will compensate Care Solace as follows:

11.1. For the Initial Term, July 1, 2022 to June 30, 2023, School District will pay \$7500 to Care Solace (based on a student enrollment of 399) upon execution of this Agreement.

11.2. In the event that School District wishes to renew this Agreement for any Renewal Term, pricing will be determined and agreed to by the Parties at or around the time of renewal on a price-per-student basis and then-current enrollment figures.

12. The fees set forth in Paragraph 11, supra, shall be earned by Care Solace when paid and shall not be subject to a prorated refund in the event of a termination without cause by School District of this Agreement prior to the end of the Initial Term or any Renewal Term.

13. To ensure continuity of the Services, Care Solace will continue to provide the Services for a grace period of ninety (90) days after expiration of the Initial Term or any Renewal Term to allow for negotiation of a subsequent Renewal Term or new Agreement. During this grace period, all terms of the Agreement shall remain in full force and effect, and any Renewal Term or new Agreement beginning after this grace period shall be retroactive to the expiration date.

14. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (United States Dollars).

### **Termination of Agreement**

15. School District may terminate without cause an Initial Term or a Renewal Term pursuant to this Agreement at any time after providing Care Solace® with sixty (60) days written notice, pursuant to Paragraph 54, infra. In the event of termination without cause of an Initial Term or a Renewal Term by School District pursuant to this paragraph, the fees paid by School District shall not be subject to a prorated refund.

16. In the event that Care Solace® determines, in its sole and absolute discretion, to cease to offer the Services to new clients and to discontinue support of the Services for existing clients, Care Solace® may terminate without cause an Initial Term or a Renewal Term pursuant to this Agreement by providing School District with sixty (60) days written

notice pursuant to Paragraph 54, *infra*. In the event of termination without cause of an Initial Term or a Renewal Term by Care Solace® pursuant to this paragraph, the fees paid by School District shall be subject to a prorated refund.

17. If either Party fails to comply with any of the material terms and conditions of this Agreement, including, without limitation, the payment of any fee to Care Solace®, the non-breaching Party may terminate this Agreement with cause upon thirty (30) days written notice to the breaching Party specifying the breach(es). Upon receiving written notice of a specified breach, the breaching Party shall have a thirty (30) day cure period to remedy the specified breaches. The written notice must be provided in accordance with Paragraph 54, *infra*.

17.1. Only in the event that a Party fails to remedy a specified breach within the thirty (30) day cure period shall such a breach be considered a “Dispute” subject to the dispute resolution provisions set forth in Paragraphs 42-49, *infra*.

17.2. The written notice to a breaching Party specifying any breach(es) of the material terms of this Agreement and the thirty (30) day cure period set forth in this Paragraph 16 are conditions precedent to any Party’s ability to provide the other Party with notice of a Dispute under Paragraph 41, *infra*.

### **Data and Information Privacy**

18. Care Solace and School District each agree to comply with all data privacy laws and requirements, state and federal, to which they are each subject, which may include, without limitation, the Student Online Personal Information Protection Act, Cal. Bus. & Prof. Code § 22584 (hereinafter “SOPIPA”), the Children’s Online Privacy Protection Act, 15 U.S.C. §§ 6501-6506 (hereinafter “COPPA”), and The Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 (hereinafter, “FERPA”).

19. The Branded Site will include links to a privacy policy and terms of use which will comply with applicable law.

20. The Parties expect that, in many instances, only education records constituting “directory information,” as that term is defined by FERPA at 20 U.S.C. § 1232g(a)(5)(A), would be conveyed to Care Solace by School District. In order to ensure compliance and that Care Solace is able to perform the Services, School District designates Care Solace a school official pursuant to 34 CFR § 99.31(a)(1)(i)(B) for the limited purposes of providing the Services.

21. The Parties expressly understand and agree that: (1) the Services are an institutional service or function that would otherwise be performed by employees of School District, such as counselors or principals; (2) Care Solace is under the direct control of School District with respect to the use and maintenance of “education records,” as that term is defined at 34 CFR § 99.3; (3) Care Solace shall comply with the obligations imposed by 34 CFR § 99.33(a) regarding the redisclosure of any information relating to students and families obtained in providing the Services; (4) School District has determined that Care Solace has legitimate educational interests in any education records provided to it; and (5) School District has provided parents and eligible students with the annual notice required by 34 C.F.R §99.7(a)(3)(iii) regarding its criteria for determining who is a school official and what constitutes a legitimate educational interest in education records.

22. School District represents and warrants that any Independent Contractor that is provided with access to the Warm Handoff or is otherwise responsible for transmitting directory information or education records to Care Solace has also been designated as a school official pursuant to 34 CFR § 99.31(a)(1)(i)(B) and that School District has provided parents and eligible students with the annual notice required by 34 C.F.R. §99.7(a)(3)(iii)

23. Care Solace reserves the right to internally monitor School District's and Authorized Users' usage of the Branded Site and Services.

24. Care Solace will provide access to School District to the following non-personally identifiable information collected from Authorized Users: number of visitors, matches, and phone appointments. If School District desires to obtain personally identifiable information from Care Solace related to a particular Authorized User's use of the Services, School District shall obtain and deliver to Care Solace a duly executed written authorization from the Authorized User, or his or her legal guardian if applicable, in a form that complies with applicable law.

25. Care Solace shall ensure that: (i) all data and information provided by School District is stored on files that are separate from those of other Care Solace clients, or (ii) all files containing data and information provided by School District are partitioned from the information and data provided by other clients sufficient to protect the security and privacy of such information and data.

#### **Software-as-a-Service Terms**

26. Care Solace grants School District a non-exclusive, non-transferable, limited, revocable and royalty-free license to provide a hypertext reference link (hereinafter the "**Link**") to the initial, top-level display of the Branded Site solely for the purpose of linking any website owned or controlled by School District to the Branded Site.

27. Use Restrictions. School District covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, School District will not, directly or indirectly, do any of the following: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the Services or any software, documentation or data related to the Services (hereinafter "**Software**"); modify, translate or create derivative works based on the Services or any Software; or copy (except for archival purposes), distribute, pledge, assign or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

28. Security. School District and the Authorized Users shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of their connections to the Internet. As part of the Services, Care Solace shall implement reasonable security procedures consistent with prevailing industry standards to protect information provided by School District and Authorized Users from unauthorized access. The Parties agree that Care Solace shall not, under any circumstances, be held responsible or liable for situations in which: (i) data or transmissions are accessed by third parties through illegal or illicit means, or (ii) the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Care Solace at the time, provided Care Solace complies with its obligations in this paragraph.

29. Unauthorized Access. Care Solace will promptly report to School District any unauthorized access to data or information provided by School District upon discovery of such access by Care Solace, and Care Solace will use diligent efforts to promptly remedy any breach of security that permitted the unauthorized access to occur. In the event that Care Solace was solely responsible for the breach and to the extent that Care Solace has an obligation imposed by law or statute to notify any individuals whose information was provided to Care Solace by School District, Care Solace shall be solely responsible for any and all such notifications at its expense. In the event the School District was solely responsible for the breach, the School District shall reimburse Care Solace for time and expenses incurred to assist School District with any required notifications to affected individuals. In the event that Care Solace and School District are jointly responsible for the breach, the Parties will attempt to reach an informal resolution as to expenses and, if unable to do so, it will be considered a "Dispute" subject to the dispute resolution provisions set forth in paragraphs 42-49, *infra*.

30. Ownership of Proprietary Rights. Ownership of any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property (hereinafter "**Proprietary Rights**") embodied in the Branded Site, the Services, and the computer hardware, software and other tangible equipment and intangible computer code necessary to deploy and serve the Services (hereinafter the "**Technology**") shall remain exclusively vested in and be the sole and exclusive property of Care Solace and its licensors. In addition School District hereby transfers and assigns to Care Solace any rights School District may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by School District personnel relating to the Branded Site, the Services, or the Technology.

31. Mutual Exchange of Confidential Information. The Parties desire to establish terms governing the use and protection of certain confidential information one Party (hereinafter "**Owner**") may disclose to the other Party (hereinafter "**Recipient**"). For purposes of this Agreement, the term "Confidential Information" means (i) the terms and conditions of this Agreement, subject to a valid request under the applicable state's open records act (ii) non-public aspects of the Branded Site and the operation thereof, the Technology, the Services, and Care Solace's business and technical information and data, and (iii) School District's information or other data processed, stored or transmitted by, in or through the Services (hereinafter "**School District Data**"). In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder and which is disclosed by an Owner or an affiliate to a Recipient in documentary or other tangible form bearing an appropriate label indicating that it is confidential or proprietary in nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a label, is provided to Recipient within fifteen (15) days of the initial disclosure. Recipient may use Confidential Information of Owner only for the purposes of fulfilling the obligations contemplated in this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i)

is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a Party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable to allow sufficient time for Owner to object to disclosure of such Confidential Information.

32. General Skills and Knowledge. Notwithstanding anything to the contrary in this Agreement, School District agrees that Care Solace is not prohibited from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another client of Care Solace.

33. Publicity and Branding. School District agrees that Care Solace may (a) publicize School District's name, the fact of the Branded Site, and School District's use of the Services; and (b) brand the Branded Site with a "powered by Caresolace.com" or similar legend and/or copyright notice.

34. Options for Infringement Claims. If any Party is enjoined from using the Technology, or if Care Solace believes that the Technology may become the subject of a claim of intellectual property infringement, Care Solace, at its own option and expense, may: (i) procure the right for School District to continue to use the Services; (ii) replace or modify the Technology so as to make it non-infringing; or (iii) terminate this Agreement, in which case Care Solace shall provide a prorated refund to School District of any and all fees paid in advance for the Initial Term by School District for those Services not provided by Care Solace. This Paragraph and the preceding Paragraph set forth the entire liability of Care Solace to School District for any infringement by the Technology or Services of any intellectual property right of any third party.

### **Representations and Warranties**

35. School District represents and warrants that: (a) any information it provides to Care Solace does not and will not infringe, misappropriate, or otherwise violate any intellectual property right or right of privacy or publicity of any third party; (b) School District has provided parents with the notice required by 34 CFR § 99.7(a)(3)(iii) regarding the criteria used to determine who constitutes a school official and what constitutes a legitimate educational interest; and (c) the performance of its obligations as set forth in this Agreement and the use of the Services by School District and its Authorized Users will not (i) violate any applicable laws or regulations, or (ii) cause a breach of any agreements with any third parties. In the event of any breach by School District of any of the foregoing representations and warranties set forth in this Paragraph 35, in addition to any other remedies available at law or in equity, Care Solace will have the right to suspend immediately any Services if deemed reasonably necessary by Care Solace to prevent any harm to Care Solace and its business. Care Solace will provide written notice of any breach of the foregoing representations and warranties to School District in accordance with Paragraph 54, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

36. Care Solace represents and warrants that it will comply with all state and federal healthcare referral and anti-kickback statutes, and that it does not have an ownership interest in any of the Treatment Providers to whom it refers Authorized Users. In the event of any breach by Care Solace of the foregoing representations and warranties set forth in this Paragraph 36, School District will provide written notice of the breach to Care Solace in accordance with Paragraph 54, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

37. Except as expressly set forth herein, the Services are provided on an "as is" and "as available" basis, and without warranties of any kind either express or implied. Care Solace hereby disclaims all warranties, express or implied. Care Solace does not warrant that the services will be uninterrupted or error free or that defects will be corrected. Care Solace does not offer a warranty or make any representation regarding the results or the use of the Services in terms of their correctness, accuracy, reliability, risk of injury to School District's or any Authorized User's computer, network, market, or customer base or commercial advantage.

### **Insurance and Indemnification**

38. Insurance. During the term of this Agreement, Care Solace shall obtain and maintain liability insurance with policy limits having minimum coverage of \$1,000,000 per occurrence, which can be met through an umbrella or standard policy or any combination thereof. The insurance shall be evidenced by a Certificate of Insurance reflecting the minimum coverage limits.

39. Defense and Indemnity. Care Solace or its insurer shall defend and indemnify School District and its officers, agents, employees and volunteers (collectively "**School District Parties**") against any and all claims, demands, liability, judgments, awards, losses, damages, expenses or costs of any kind or character (hereinafter collectively referred to as "**Claims**"), to the extent arising out of any act, error, omission, negligence, or willful misconduct of Care Solace or its officers, employees, agents, contractors, licensees, or servants connected to the Services covered by this Agreement. Care Solace or its insurer shall have no obligation, however, to defend or indemnify School District Parties from a Claim if it is determined that such Claim was caused by the sole negligence or willful misconduct of School District Parties.

39.1 Additional Insured. Care Solace shall cause School District to be named as an "Additional Insured" under the liability insurance policy obtained and maintained as set forth in Paragraph 38, *supra*. Notwithstanding School District's coverage as an Additional Insured, in no event shall Care Solace or its insurer be held liable for School District's sole negligence or willful misconduct. Under no circumstances is any Additional Insured entitled to any coverage beyond the contractual indemnification provisions in Paragraph 39, *infra*.

40. A School District seeking defense and/or indemnification hereunder shall promptly notify Care Solace in writing of the Claim in accordance with Paragraph 54, *infra*, and shall cooperate with Care Solace or its insurer at Care Solace's or its insurer's sole cost and expense. Care Solace or its insurer shall control the defense and investigation of the Claim and shall employ counsel of its choice to handle and defend the same, at Care Solace's or its insurer's sole cost and expense. The obligations and responsibilities set forth in this Paragraph 39 shall apply only in the event that Care Solace or its insurer agree to provide a defense and/or indemnification.



41. If requested by School District, Care Solace may cause School District to be named as an additional insured under the liability policy obtained and maintained as set forth in Paragraph 37. Naming a School District as an additional insured does not alter the limitations, obligations and conditions set forth in paragraphs 38 and 39 and in no circumstances will School District be entitled to coverage beyond the contracted for amount of \$1,000,000 per occurrence contained in Paragraph 37.

### **Dispute Resolution**

42. Any and all disputes, controversies, or Claims arising out of or relating to this Agreement or a breach thereof, including without limitation Claims based on contract, tort, or statute (hereinafter a “**Dispute**”), shall be determined by binding arbitration as set forth in this section, consisting of Paragraphs 42-49, *infra* (hereinafter the “**Arbitration Agreement**”).

43. An aggrieved Party shall notify the other Party of a Dispute within fifteen (15) days of being made aware of the Dispute; however, no Party may provide notification of a Dispute prior to the termination of the thirty day cure period described in Paragraph 16, *supra*. Notice shall be provided in accordance with the requirements of Paragraph 54, *infra*. The date that notice is received by the opposing Party shall hereinafter be referred to as the “**Notification Date**.”

44. If the Parties are unable to informally resolve the Dispute within thirty (30) days of the Notification Date, the Parties agree to engage in mediation in good faith. The requirement to engage in mediation is a condition precedent to the initiation of arbitration pursuant to this Arbitration Agreement. Mediation must occur within 120 days of the Notification Date. The 120-day deadline may be waived by mutual agreement of the Parties. Mediation shall be conducted according to the following terms:

44.1 Mediation shall be conducted by a single mediator from JAMS, or another mediation service agreed to by the Parties (hereinafter “Mediation Service”).

44.2 The Parties will cooperate with the Mediation Service and one another in selecting a mediator from the Mediation Service’s panel of neutrals and in scheduling mediation proceedings. In the event that the Parties are unable to agree upon the selection of a mediator, the Parties shall request that the Mediation Service assign a mediator from its panel of neutrals with experience as a state or federal court judge.

44.3 The Parties agree that they will participate in the mediation in good faith and that they will share equally in the costs of mediation.

45. If the Parties are unable to resolve the Dispute through mediation, the Parties shall submit the Dispute to binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* (hereinafter the “**FAA**”). Notwithstanding any other provisions of this Agreement regarding applicable law, the Parties agree that the substantive and procedural provisions of the FAA will apply to this Arbitration Agreement, to the exclusion of any state-specific substantive and procedural law regarding arbitration.

46. Arbitration shall be initiated by the aggrieved Party within thirty (30) days of the conclusion of mediation. In no event shall arbitration be demanded after the date the Claim would be barred by the applicable statute of limitations. Arbitration shall be conducted in accordance with the following terms:

46.1. Arbitration shall be conducted by a single neutral arbitrator from the National Roster of Arbitrators and administered according to the American Arbitration Association's ("AAA's") Commercial Arbitration Rules and Mediation Procedures then in effect, except as modified by this Agreement or as otherwise agreed to in writing by the Parties. A copy of the AAA's current Commercial Arbitration Rules and Mediation Procedures may be viewed at this link: [https://home.caresolace.com/contracts/AAA- Commercial-Arbitration-Rules-and-Mediation-Procedures-020121.pdf](https://home.caresolace.com/contracts/AAA-Commercial-Arbitration-Rules-and-Mediation-Procedures-020121.pdf)

46.2. In rendering the award, the arbitrator will determine the rights and obligations of the parties in accordance with the substantive law of the State of Delaware , subject to the limitations on damages set forth in Paragraphs 46-49, *infra*.

46.3. The arbitrator shall award the prevailing Party the costs of mediation and arbitration.

46.4. This Arbitration Agreement is intended to be binding on and to inure to the benefit of the Parties, their principals, successors, assigns, affiliates, partners, employees, parent or subsidiary entities, and to any other persons or entities whose claims or defenses may arise out of or relate to this agreement, including third party beneficiaries.

46.5. In the event a Dispute involves a third-party beneficiary of this Agreement, the third-party beneficiary shall be excused from compliance with the notice and opportunity to cure requirements of Paragraphs 16 and 42, *supra* and shall also be excused from the mediation required under Paragraph 43, *supra*. The costs of any arbitration involving a Party and a third-party beneficiary of this Agreement shall be borne solely by the Party involved in the Dispute, unless such Dispute involves both Parties, in which case the Parties shall share equally in the costs of arbitration. In no event shall a third-party beneficiary be responsible for the costs of arbitration pursuant to this Arbitration Agreement.

46.6. Any arbitration award shall be binding on the Parties and on any third-party beneficiaries. This binding Arbitration will not be subject to appeal.

### **Limitation on Damages**

47. As a result of any Dispute, no Party shall be liable to the other Party or to any third- party beneficiary for any indirect, incidental, or consequential damages under any theory, even if the Party allegedly causing such damages has been advised of the possibility of such damages. The Parties waive any right to recover such damages.

48. As a result of any Dispute, in no event shall any Party be liable to the other Party or to any third-party beneficiary for punitive or exemplary damages, unless specifically provided by statute. The Parties waive any right to recover such damages unless specifically provided by statute.

49. In the event that Care Solace is found liable to School District or any third-party beneficiary as the result of a Dispute, or in the event that School District is found liable to any third-party beneficiary, liability shall not exceed the total general liability insurance amount in Care Solace's certificate of insurance pursuant to this Agreement. In no event shall Care Solace be held liable for the sole negligence of any other Party, including School District.

50. The prevailing Party in any Dispute will be entitled to recover, in addition to costs and any other damages or award, all reasonable attorneys' fees associated with the action.

### **Miscellaneous Terms**

51. Performance. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect and each Party will use its best efforts to ensure that Authorized Users are made aware of the Services and their ability to access the Branded Site.

52. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of California without giving effect to any choice or conflict of law provision or rule (whether of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the California. The sole exception to this Paragraph is that the Arbitration Agreement set forth in Paragraphs 42-49, *supra*, shall be governed by the procedural and substantive provisions of the FAA.

53. Venue for Arbitration. Arbitration conducted as set forth in Paragraphs 42-50, *supra*, shall take place in Ventura County, CA.

54. Notices. All notices, requests, demands or other communications required by this Agreement between Care Solace and School District shall be in writing and shall be deemed given and served upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail as follows:

If to School District:

Peak Prep Pleasant Valley

2150 Pickwick Drive

Camarillo, CA 93010

Attention: Shalen Bishop

Head of School

Email: shalen.bishop@peak-prep.org

If to Care Solace:

Addiction Treatment Technologies, LLC DBA: Care Solace

237 A St. PMB 94660

San Diego, California 92101-4003

Attention: Chad A. Castruita

Email: chad@caresolace.org

Any Party may change the address or persons to which notice is to be provided by giving written notice of the change of address or persons to the other Party in the manner provided for giving notice in this paragraph.

55. Third-Party Beneficiaries. The Parties agree that this Agreement is intended to benefit Authorized Users as third-party beneficiaries and that the Parties mutual intent to confer a benefit upon Authorized Users as third-party beneficiaries of this Agreement is a material part of the Agreement's purpose. The Parties expressly agree that it is their intention by this Agreement that all Claims, as that term is defined in Paragraph 38, *supra*, brought by third-party beneficiaries including, but not limited to Authorized Users, shall be subject to the Arbitration Agreement set forth in Paragraphs 42-49, *supra*.

56. Waiver. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement.

57. Continuing Obligations. The following obligations shall survive the expiration or termination of this Agreement: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either Party herein; (iv) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of either Party, or any remedy for breach thereof; and (v) the payment of any money due to Care Solace.

58. Force Majeure. Neither Party shall be liable for damages for any delay or failure to perform any obligation imposed by this Agreement if such delay or failure arises out of causes beyond the Party's reasonable control and without their fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, fires, riots, wars, national or regional emergencies, pandemics, embargoes, Internet disruptions, hacker attacks, any action taken by a governmental authority, or telecommunications failures. A Party whose performance is affected by any of the foregoing shall give written notice to the other Party stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and minimize the effects of such delay. Notwithstanding anything to the contrary contained herein, if either Party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other Party may terminate this Agreement immediately by providing ten (10) days written notice. Should the application of this Paragraph 57 become the source of a Dispute between the Parties, then either Party may immediately initiate the dispute resolution process outlined in the Arbitration Agreement, Paragraphs 42-49, *supra*, without first providing notice and an opportunity to cure as set forth in Paragraphs 16 and 42, *supra*. Any written notice under this Paragraph 58 must comply with the written notice requirements of Paragraph 54, *supra*.

59. Modification of Agreement. Any amendment or modification of this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party with authority to bind the Party. Any amendment or modification must comply with the notice requirements of Paragraph 54, *supra*.

60. Assignment. Care Solace will not assign or otherwise transfer its obligations under this Agreement without the written consent of School District.

61. Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements, written or oral. It is agreed that there is no

representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

62. Titles/Headings. Titles and Headings are utilized in this Agreement for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

63. Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

64. Counterparts. This Agreement may be executed in counterparts which, taken together, shall constitute one original document.

65. Authority to Execute Agreement. Each individual signing this Agreement warrants and represents that he or she has been authorized to enter into this Agreement on behalf of the Party.

**SIGNATURES ON NEXT PAGE – REMAINDER OF PAGE INTENTIONALLY BLANK**

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement as of the date first set forth above.

**Addiction Treatment Technologies, LLC**  
**("Provider") DBA: Care Solace**

Printed Full Name: Mike Dodge  
Title: COO

Signature: \_\_\_\_\_

**Peak Prep Pleasant Valley ("Client")**

Printed Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**Accounts Payable Information:**

School District Dept: \_\_\_\_\_

Accounts Payable contact:

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**JOINT EXERCISE OF POWERS AGREEMENT  
FOR THE OPERATION OF  
A COMMON RISK MANAGEMENT AND INSURANCE PROGRAM**

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**SISC     III**

**SELF-INSURED SCHOOLS OF CALIFORNIA  
MEDICAL, DENTAL AND VISION SYSTEM**

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**JOINT EXERCISE OF POWERS AGREEMENT  
FOR THE OPERATION OF  
A COMMON RISK MANAGEMENT AND INSURANCE PROGRAM**

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**SISC-III (SELF-INSURED SCHOOLS OF CALIFORNIA)**

**MEDICAL, DENTAL AND VISION SYSTEM**

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**THIS AGREEMENT** dated for convenience as of October 1, 1979, by and among various school districts recorded by name per addenda attached to and made a part of this Agreement.

**W I T N E S S E T H:**

**WHEREAS**, Sections 53200, et seq., of the California Government Code permit a school district to provide group medical, dental and vision coverage for district employees; and

**WHEREAS**, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the California Government Code permits two or more public agencies to jointly exercise any power common to the contracting parties; and

**WHEREAS**, any two or more school districts may enter into an agreement pursuant to Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the California Government Code to provide such coverage; and

**WHEREAS**, each of the parties hereto desires to join together with each of the other parties for the purpose of providing a medical, dental and vision plan for district employees including board members; and

**WHEREAS**, it appears economically practical for the parties hereto to do so; and

**WHEREAS**, it is the desire of the signatories hereto to study and possibly incorporate other forms of risk management into a self-funded program such as that described herein;



**NOW THEREFORE**, for and in consideration of all of the mutual benefits, covenants and agreements herein contained, the parties hereto agree as follows:

**SECTION 1. PURPOSE AND DEFINITION.** This Agreement is made pursuant to the provisions of Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the California Government Code between the public agencies, recorded per addenda to this Agreement. Each of such public agencies possesses the powers referred to in the above recitals. The purpose of this Agreement is to exercise such powers jointly by acquiring a single policy or policies of insurance (or service contracts) for medical, dental or vision benefits and providing for the establishment and maintenance of funds for the purpose of paying the costs of such a program. It is also the purpose of this Agreement to provide for the inclusion at a subsequent date of such additional school districts as may desire to become parties to the Agreement, and, to the extent permitted by law, to provide for the purchase at a subsequent date of such additional forms of insurance (or service contracts) as may appear practical to the parties.

Unless the context otherwise requires, the terms used herein shall have the following meanings:

**Agency** - shall mean the SISC III (Self-Insured Schools of California) Medical, Dental and Vision System created by this Agreement.

**Board** - shall mean the governing board of the Agency.

**Service Company** - shall mean the party engaged to assist the Board in management of the funds and insurance program, and may be, but need not be, the same party as the Claims Adjuster.

**Claims Adjuster** - shall mean the claims adjuster engaged by the Board for the purpose of determining losses and payments with respect to each plan of benefits provided by the Agency.

**District** - shall mean singularly one of the school districts or agencies which is a party to this Agreement, and plurally two or more of the school districts or agencies which are party to this Agreement.

**Operating Fund** - shall mean the fund established by the Agency for the purpose of paying insurance premiums and administrative and other costs.

**Insurance Policy** - shall mean a policy or policies of insurance purchased by the Agency covering risks of the districts. The term may also include service contracts.

**Law** - shall mean Chapter 5, Division 7, Title 1 of the California Government Code (commencing with Section 6500).

**SECTION 2. CREATION OF AGENCY.** Pursuant to Section 6500 of the Government Code, there is hereby created a public entity, separate and apart from the parties hereto, to be known as SISC-III (Self-Insured Schools of California) Medical, Dental and Vision Agency. The debts, liabilities and obligations of Agency do not constitute debts, liabilities or obligations of any party to this Agreement.

**SECTION 3. TERM.** This Agreement shall become effective as of October 1, 1979, and shall continue until terminated as hereinafter provided.

**SECTION 4. GOVERNING BOARD.** The Agency shall be under the direction and control and shall be governed by a governing board which shall hereafter be referred to as the "Board." No one serving on the Board shall receive any salary or compensation from the Agency. The Board shall consist of a minimum of thirteen (13) members elected as prescribed in the Bylaws.

**SECTION 5. BYLAWS.** The Board shall establish such Bylaws, rules and regulations, not inconsistent with applicable law or with the Agreement, as may be necessary for its operation, the conduct of business, and the operation of the Agency. Bylaws may be amended by the Board as necessary.

**SECTION 6. MEETINGS OF THE BOARD.**

1. **Regular Meetings.** The Board shall provide for its regular, adjourned regular and special meetings; provided, however, that it shall call at least one regular meeting in each month. The dates upon which and the hour and place at which any regular meeting shall be held shall be fixed by resolution, and a copy of such resolution shall be filed with each district. The place of the regular meetings shall be such public building or other place as may be designated by the Board.
2. **Ralph M. Brown Act.** The Board shall adopt rules for conducting its meetings and other business. All meetings of the Board, including without limitation regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

3. **Minutes.** The Secretary/Treasurer of the Board shall cause minutes of regular, adjourned regular and special meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board.
4. **Quorum.** A majority of the members of the Board shall constitute a quorum for the transaction of business.

**SECTION 7. POWERS AND DUTIES OF BOARD.** The Board shall have the authority and the duty to exercise the powers of the Agency as set forth above. In addition, the Board is specifically empowered to:

- (a) Designate an administrative agent or provide for the management and administration of the Agency including the power to employ and/or terminate a management firm for such purpose, or to employ staff for such purpose.
- (b) Determine annual contribution rates and the method by which such contributions will be paid to the Fund created pursuant to this Agreement.
- (c) Provide for additional assessment during the year, if necessary, to allow for increased cost due to changes in the law or excessive claims costs.
- (d) Determine whether and by what method new or returning members shall be allowed in to the program consistent with the terms of this Agreement.
- (e) Appoint and dissolve working committees from its active membership or by contracting for such services, consistent with the terms of this Agreement.
- (f) Insure that a complete and accurate system of accounting of the Fund is maintained at all times.
- (g) Determine the manner in which health benefits claims shall be processed.
- (h) Maintain or cause to be maintained accurate case records for all claims paid. Loss reports shall be forwarded to member districts on at least an annual basis.
- (i) Enter into contracts consistent with the terms of this Agreement.
- (j) Receive, accept, expend and disburse funds for purposes consistent with the terms of this Agreement.
- (k) Make appropriate periodic reports to the membership on the status of the Agency and its program.
- (l) Develop, or cause to be developed, and adopt an annual budget for the Agency.
- (m) Perform any and all other functions necessary to accomplish the purposes of this Agreement.
- (n) The Agency shall have the power to invest or cause to be invested in compliance with Sections 6509.5 and 6505.5 of the California Government Code, such reserves as are not necessary for the immediate operation of the Claims Fund in such securities as allowed by Section 53601 of the California Government Code.

- (o) Issue bonds, notes, or other forms of indebtedness.

The level of cash to be retained in the Operating and Claims Fund shall be determined by the Governing Board.

**SECTION 8. OFFICERS.** The Board shall have as its Chairman the Kern County Superintendent of Schools or his designee unless another Chairman is elected by a majority vote of the total membership of the Board. The Board shall elect a Vice President, Secretary/Treasurer to serve as officers of the Governing Board for terms of two (2) years, or until their successors are elected. The Board shall fill vacancies for unexpired terms by election. In the event that the President, Vice President or Secretary/Treasurer so elected ceases to be a member, the resulting vacancy shall be filled at the next regular meeting of the Board held after such vacancy occurs. In the absence or inability of the President to act, the Vice President shall act as President. The President, or in his absence the Vice President, shall preside at and conduct all meetings of the Board pursuant to Government Code Section 6505.5. The officer performing the functions of auditor shall be the Kern County Superintendent of Schools in his capacity as administrative agent.

The Board shall have the power to appoint such other officers and employees as it may deem necessary, and may contract with such consultants or other professional persons or firms as may be necessary to carry out the purpose of this Agreement.

**SECTION 9. ADMINISTRATIVE AGENT.** The Board may designate an administrative agent ("Agent") for the Agency. The Agent shall be the Kern County Superintendent of Schools Office, and that a designation shall continue until terminated. Termination of the administrative agent agreement requires at least six months notice by the Board or the Administrative Agent. The Agent shall serve under the direction of the Board of Directors. To the extent authorized by law and in the manner provided by the Bylaws of the Board, the Agent shall act on behalf of the Board and its officers and shall conduct the day-to-day business of the Agency including the employment of personnel and the auditor functions described in Government Code 6505.5. The Board may request the opportunity to consult with the Agent in the selection of the Director of Insurance Services.

**SECTION 10. ACCOUNTS AND RECORDS.** The Board shall direct the Agent to establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any resolution of Agency. Books and records of Agency shall be open to inspection at all reasonable times by representatives of the member districts. The Agent, within 120 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to each of the member districts.

The Board shall contract with a Certified Public Accountant to make an annual audit of the accounts and records of Agency. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of an account and records is made by a Certified Public Accountant, a report thereof shall be filed as public record with each of the parties hereto, and also with the County auditor of the County of Kern. Such report shall be filed within six months of the end of the fiscal year under examination.

Any cost of the audit, including contracts with, or employment of, Certified Public Accountants, in making an audit pursuant to this section, shall be borne by Agency and shall be a charge against any unencumbered funds of Agency available for that purpose.

**SECTION 11. FISCAL YEAR.** For the purpose of this Agreement, the term "fiscal year" shall mean the period from the first day of October of each year to and including the 30th day of September the following year.

**SECTION 12. FUNDS.** Agency shall establish funds for the purpose of paying the cost of any self-insured portion of plan coverage. The self-insured funds shall be deposited with the Agent and invested and reinvested by the Agent. Warrants thereon shall be drawn by the Agent, but only upon resolution of the Board.

Agency shall also establish an operating fund to be deposited in the county treasury. The operating fund shall be for the purpose of paying insurance premiums, broker's fees, adjusting fees, consultant or legal fees, and such other items as are appropriate. Warrants thereon shall be drawn upon the direction of the Board. The Board may establish such funds as may be appropriate.

**SECTION 13. LIABILITY OF BOARD MEMBERS, MEMBER ENTITIES AND ADMINISTRATIVE AGENT.**

- (a) The tort liability of the Agency, all members of the Board and the Executive Committee, and all officers and employees of the Agency, shall be controlled by the provisions of Division 3.6 of Title I of the California Government Code. Within the Agency itself, however, each member shall be liable only for its pro rata share based on all premiums paid, of all debts and liabilities of the agency and its prorata share of all debts and liabilities for health benefits claims against members arising out of facts occurring while a member of the Agency. To achieve this purpose, each member hereby

agrees to indemnify and hold harmless the other members for any loss, cost or expense that may be imposed upon such member in excess of such pro rata liability. The rules for interpreting indemnity agreements as set forth in Section 2778 of the California Civil Code are hereby incorporated herein.

- (b) Any and all debts, liabilities and obligations incurred by or imposed upon the Agency shall be the debts, liabilities, and obligations solely of the Agency and no debt, liability or obligation shall thereby be imposed on any party hereto or the collective parties hereto.
- (c) The Agency shall insure itself and the parties hereto from loss, liability, and claims arising out of or in any way connected with this Agreement.
- (d) All members agree that the sole liability of the Administrative Agent shall be for acts that office performs as provided in Section 9 of this Agreement.

**SECTION 14. TERMINATION AND WITHDRAWAL.** This Agreement may be terminated entirely upon the consent of all the parties hereto. Any party having completed three years may withdraw as a party to the Agreement on October 1 of any year, provided, however, that such withdrawing party gives written notice of intention to withdraw to the Board of Trustees of Agency not any later than August 15, next preceding the withdrawal date.

Upon complete termination of this Agreement by all parties, all assets or liabilities of Agency shall be divided among the parties to this Agreement in a ratio equal to the credibility of the parties to the Agency based on the experience of each party. The Board will have the authority to determine the formula to implement the disposition of assets or liabilities.

Upon withdrawal of any party pursuant to this Agreement, that party shall be entitled to its pro rata share of the total existing fund or funds as it exists at the end of the fiscal year. However, the Agency shall deduct therefrom a sufficient amount to offset any loss to the Agency occasioned by the withdrawal of the party, including any amount by which administrative costs and claims incurred on behalf of the withdrawing party's covered employees exceed the total of premiums and assessment paid by the withdrawing party during its membership in the Agency. If the amount deducted exceeds the pro rata share of existing funds, the withdrawing party shall pay to the Agency the difference not later than 90 days after the effective date of withdrawal.

In the event that a party agrees with one or more (but not all) of its employee units covered by insurance

provided through this Agency to discontinue that coverage, the Board may assess against the party a sum which shall not exceed the amount by which all claims and administrative costs incurred on behalf of the employees in the separate unit exceed (as of the effective date of discontinuance) all premiums paid to the Agency on their behalf. The Board shall have sole discretion to determine whether to assess such an amount, the amount to be assessed and the date by which the assessment shall be paid.

**SECTION 15. NOTICES.** Notices hereunder shall be sufficient if delivered to the last known business address of each of the member districts as recorded per addenda to this Agreement, or if any subsequent notice of change of address provided by such member. Notices to the Agency shall be delivered to the address of the chairman of the Board, which address shall be provided to all parties as changes are made.

**SECTION 16. SEVERABILITY.** Should any portion, term, condition or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, or provisions shall not be affected thereby.

**SECTION 17. MISCELLANEOUS.** The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement is made in the State of California under the Constitution and laws of such state and is to be so construed.

**SECTION 18. ADDITIONAL PARTIES.** Any other school district within the State of California may become a party to this Agreement upon approval of Agency and execution of an addendum between such district and Agency, the terms of which addendum shall incorporate all the terms of this Agreement. Such additional parties shall forthwith pay to Agency its current contribution as determined by the Board. Thereafter, such additional party shall be considered a party to this Agreement and all subsequent amendments to this Agreement to the same extent as all of the original parties.

**SECTION 19. AMENDMENTS.** This Agreement may be amended by written agreement signed by all parties to this Agreement; provided that if two-thirds (2/3) of the parties to this Agreement agree in writing to an amendment, the other parties must also agree to said amendment or they may be involuntarily terminated as parties to this Agreement as provided by the Bylaws.

**SECTION 20. INSURANCE POLICIES.** Agency shall purchase policies of insurance (or service contracts) with districts' employees or dependents as named insured and covering the losses of such insured that are included in the Agency to provide such coverage.

The insurance policy or policies covering medical, dental and vision costs shall provide such coverage as is afforded by the policy. Each policy or contract may provide for deductible and co-insurance amounts.

**SECTION 21. MEMBER DISTRICT'S RIGHT TO ESTABLISH SEPARATE BENEFIT PACKAGE.** Nothing in this Agreement shall be construed to in any manner preclude a member district from establishing a separate benefit package placed with the Agency.

**SECTION 22. EFFECT ON BARGAINING AGREEMENTS.** Nothing in this Agreement shall be construed to alter or modify provisions in member district collective bargaining agreements.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be duly executed by their authorized officers thereunto duly authorized as set forth hereinbelow.

Dated:

\_\_\_\_\_ SCHOOL DISTRICT

BY: \_\_\_\_\_

Accepted on behalf of SISC III

\_\_\_\_\_



**ENDORSEMENT**

This endorsement, effective 12.01 a.m., \_\_\_\_\_, 20\_\_\_\_\_, forms a part of the Joint Exercise of Powers Agreement between Self Insured Schools of California and \_\_\_\_\_ School District.

It is hereby understood and agreed that **SECTION 3. TERM** is amended to read:

This agreement has an effective date of 12.01 a.m. on July 1, 1978 or other date applicable to any revision as to the districts and agencies that were member entities on that date, and an effective date of 12:01 a.m. on \_\_\_\_\_, 20\_\_\_\_\_ for the member named below.

Dated:

\_\_\_\_\_ School District

By: \_\_\_\_\_

Accepted on Behalf of SISC III

\_\_\_\_\_

BEFORE THE BOARD OF TRUSTEES OF Peak Prep Pleasant Valley

RESOLUTION NO. 2022-06

RESOLUTION AUTHORIZING PARTICIPATION IN  
SELF-INSURED SCHOOLS OF CALIFORNIA III (SISC III)

**WHEREAS**, this Board of Directors is authorized by California Government Code Sections 53200 et seq. to provide health and welfare benefits for the benefit of its officers, employees, retired employees, and retired members of this Board of Directors; and

**WHEREAS**, this Board of Directors is authorized by California Government Code Chapter 5, Division 7, Sections 6500 et seq. to enter into agreements with one or more public agencies for the purpose of jointly exercising any power common to this Charter and said public agency or public agencies; and

**WHEREAS**, this Board of Directors has determined that it is in this Charter's best interest to combine with other public education agencies for the purpose of procuring health and welfare benefits insurance;

**NOW. THEREFORE BE IT RESOLVED** by this Board of Director as follows:

- I. That the Executive Director of this Charter is hereby authorized to execute, on behalf of this Board, the SISC III Joint Powers Agreement dated October 1, 1979, for the purpose of establishing insurance programs.
2. That this Board of Directors hereby agrees to abide by the terms and conditions of said Joint Powers Agreement and SISC III Bylaws, copies of which shall be attached to this resolution and filed herewith as a public record of this Charter, and this Board of Director further agrees to abide by all reasonable and necessary decisions duly and properly made on its behalf by the SISC III Board of Directors in the course of the administration of the joint powers agreement.

Adopted at board meeting of the Peak Prep Pleasant Valley at Camarillo, California this 27th day of June, 2022.

Signed

\_\_\_\_\_  
President, Dr. Shalen Bishop

Attest

\_\_\_\_\_  
Board Chair, Marlo Hartsuyker

## New District SISC Plan Request Form

SISC REQUIRES a 75 calendar day advance notice for processing a new district

Name of School District:	Peak Prep Charter	Date Submitted to SISC:	
Street Address:	5100 Adolfo Road	Effective Date:	10/1/2022
City, State, Zip Code:	Camarillo, CA 93012	State ID#:	
Name of Contact Person:	Dr. Shalen Bishop	County:	Ventura
E-Mail Address of Contact:	<a href="mailto:shalen.bishop@peak-prep.org">shalen.bishop@peak-prep.org</a>	Phone # of Contact Person:	805-222-0025

Please scan and email signed copy to your assigned SISC Account Manager: Kim Lyon at [kilyon@kern.org](mailto:kilyon@kern.org)

Confirmation of your group numbers and rates will be provided on your Rates At A Glance (RAAG) posted to SISCconnect within 15 days of your request.  
Contact your Account Management Team if you have not received them.

We, the district, are requesting the following plan designs be set up for our units as defined below:

PRODUCT	List Employee Group Cert, Class, Mgmt	NEW PLAN	List the Expected Monthly Premium
Medical Plan #1	All	100-D \$20	802; 1555; 2179
RX		9-35	included in medical rate above
Medical Plan #2	All	90-G \$20	748; 1447; 2025
RX		9-35	included in medical rate above
Medical Plan #3	All	80-G \$20	689; 1329; 1857
RX		9-35	included in medical rate above
Medical Plan #4	All	80-L \$30	588; 1132; 1581
RX		200/10-35	included in medical rate above
Medical Plan #5	All	Minimum Value PPO	473; 933; 1324
RX		Minimum Value Rx	included in medical rate above
Medical Plan #6	All	KP \$10 OV	671; 1308; 1831
RX		\$10 Rx	included in medical rate above
Anchor Bronze Plan-HSA Compatible	All	Anchor Bronze	473; 924
ACA compliant for PT, Seasonal and Temporary EE's. Will the district be offering to FT EE's? YES or NO			Rx included in medical rate above
<b>Medicare 65+ Retiree Plans</b>		NA	
WABE	All	WABE	\$473.00
Rx			included in medical rate above
* CompanionCare Medicare Supplement * Kaiser Permanente Senior Advantage * Blue Shield 65+ Medicare Advantage		NA	\$0.00
RX			Rx included in medical rate above
Dental - PPO Incentive	All	DD 1000 Premier Incentive; 3rd cleaning	41.30; 84.60; 117.90
Dental - PPO			\$0.00
Vision - MES or VSP	All	VSP Signature C \$20/\$25	10.40; 20.80; 31.20
Basic Life			\$0.00

### SISC set up information

Employee Groups: Cert, Class, Mgmt	Cert/Class/Mgmt		
Employee Groups: Split or Combined	Combined		
Employee Groups: Rate Structure	3 tiered		
Domestic Partner Coverage:	as of 1-1-2020 ALL DP's are covered with proof of State of CA Registration		
Retirees? Under 65 and/or 65+	None		
SISC Retiree Direct Bill Program: (100% self paid) ?	NA		
Retiree Benefits (Post 65) Special Rules?:	Example: District covered up to certain age? Released at age 65?		No retirees
Disabled Dependents age 26+	Must have Disabled Dependent form completed and must be a tax dependent		
SISC Admins COBRA: (Y or N)	Yes	COBRA Set Up Sheet provided:	
Ed Code 7000/AB528 (Surviving Spouse) Extended to Classified Unit?:			

Dr. Shalen Bishop

Please print/type name of Authorized Person

Signature of Authorized Person

(Superintendent, HR Director, CBO etc)

### SISC USE

SISC Provided	SISC Received	Sent to district	
Signed JPA Agreement/Received:	X	SISC Welcome Letter	
SISCconnect Web Portal Auth Provided:	X	Letter of Acceptance with plans	
Charter Addendum: For Charter Schools		Counter Signed JPA	
Foundation: Anthem or Shield		Executive Committee Approval	

## Peak Prep Pleasant Valley Proposal Assumptions

**Proposed Effective Date: October 1, 2022**

**1 Census:**

Rates were determined based on the census information provided for Peak Prep Pleasant Valley. The proposal is valid for the entire group being quoted. SISC reserves the right to re-evaluate the rates and/or the offer of coverage for any sub-group.

**2 Rates:**

Ventura County Schools Business Services Authority plans and rates effective 10/1/2022.

**3 Participation:**

The rates quoted are based on 100% participation of full-time employees (FTE  $\geq$  90%) in SISC sponsored medical plans (or WABE) and adherence to SISC Health Benefit Manual Guidelines.

**4 Eligible Employee Definition:**

Classified permanent or probationary employees who work a minimum of 20 hours per week; Certificated employees currently under contract and who work a minimum of 50% of a Certificated job (even though the hours worked may be less than 20 hours per week) are eligible to participate in one of the options offered by the district.

Active employees (employees who are not on an approved leave of absence) who work less than these minimums or who do not receive district paid benefits based on a pro rata share of what is contributed towards an eight hour or full-time employee are not eligible.

**5 Dependent Definition:**

Eligible dependents include a legally married spouse, domestic partner, or child to age 26 (guardianship to age 18). Proof of eligibility is required. SISC III reserves the right to request documentation or proof of his or her eligibility (that is a marriage certificate, tax return, birth certificate, court decree, adoption papers or any other documentation that SISC deems relevant and appropriate).

**6 Medicare Requirement:**

Retirees and their spouses/domestic partners that are 65 years of age or older are required to provide proof of Medicare Parts A & B. A copy of the retiree's and spouse's/domestic partner's Medicare card must be sent to SISC prior to the first of the month in which they turn 65 (or first of the prior month if their birthday is on the 1st). Retirees must have continuous enrollment in Medicare while enrolled in a SISC retiree plan.

**7 Employer Contribution:**

We assume the district will maintain its current contribution strategy.

**8 Broker Commission:**

Rates include \$13.00 per employee per month commission.

**9 Benefit Communication:**

The group plan benefits must be communicated without modification to the members. The district may not partially pay, reimburse or otherwise reduce the member's responsibility to the group plan.

**10 Benefit Designs:**

Rates are based upon the attached proposed benefit plans.

**11 Additional Plan Offerings:**

SISC's proposal assumes no other medical plan offerings.

**12 Timing:**

Should Peak Prep Pleasant Valley decide to join SISC, the **signed JPA agreement must be received no later than 6/30/2022.**

**13 Subject to SISC III Executive Committee Approval**

Acceptance of the assumptions stated above for the Peak Prep Pleasant Valley:

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

# Ventura County Schools Business Services Authority

Ventura County Schools Business Services

5100 Adolfo Road

Camarillo, CA 93012

805-383-1974

FAX: 805-437-1597

Direct any questions to Tanya Rodriguez at 805-383-1974

## CUSTOMER INVOICE

Contact Shalen Bishop

Peak Prep Pleasant Valley  
2150 Pickwick Drive # 304  
Camarillo, CA 93010

Invoice # **AR22-00109**

Invoice Date 06/22/2022

Due Date 07/22/2022

Customer # 000021

Contract/Reference #

*BSA Fees for 2019-20 Work Performed*

Description	Qty	Unit	Unit Price	Amount
Director of School Business Services Hours	81.50		125.00	10,187.50
These hours are based on work performed on the following items:	1.00			
Work on the 2019-20 Audit Report.				
Work on mediation with Accel related to 2019-20 fiscal year.				
Corresponded extensively with Peak's Superintendent in matters relating to the 2019-20 fiscal year.				
Corresponded with Peak's legal team (YMC) regarding non-compliance and procedural issues relating to 2019-20 financials.				
Taxable Total			.00	
Non-Taxable Total			10,187.50	
Sales Tax (7.25%)			.00	
Less Payments Received			.00	
<b>BALANCE DUE</b>				<b>\$10,187.50</b>

-----Detach this portion or make a copy of the invoice and mail it with the payment-----

District Account Number	Account Amount
010- 8677- 0000- 0- 0000- 0000- 000- 000- 0000- 0	2022 10,187.50

Please make checks payable to: **Ventura County Schools Business Services Authority/Ventura County Schools Business Services**

Mail to:

**Ventura County Schools Business Services Authority  
Ventura County Schools Business Services  
5100 Adolfo Road  
Camarillo, CA 93012**

Invoice #	<b>AR22-00109</b>
Amount Due	<b>\$10,187.50</b>
Customer #	<b>000021</b>

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**Ventura County Schools Business Services Authority  
Ventura County Schools Business Services  
5100 Adolfo Road  
Camarillo, CA 93012**

Invoice #	<b>AR22-00109</b>
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Customer #	<b>000021</b>

Remittance

Page 2



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Ventura County Schools Business Services

5100 Adolfo Road

Camarillo, CA 93012

805-383-1974

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2150 Pickwick Drive # 304  
Camarillo, CA 93010

Invoice # **AR22-00109**

Invoice Date 06/22/2022

Due Date 07/22/2022

Customer # 000021

Contract/Reference #

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Director of School Business Services Hours	81.50		125.00	10,187.50
These hours are based on work performed on the following items:	1.00			
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Sales Tax (7.25%)			.00	
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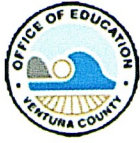
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**Camarillo, CA 93012**

Invoice #	<b>AR22-00109</b>
Amount Due	<b>\$10,187.50</b>
Customer #	<b>000021</b>

Hours Logged by BSA Director of School Business Services in 2021-22 for Matters Relating to Peak Prep's 2019-20 Fiscal Year

Date	Hours	Item
7/21/2021	0.5	research payments made to Accel relating to 2020
7/26/2021	0.5	correspondence regarding revised funding determination
7/29/2021	1.0	teleconference with CLA regarding 2020 compliance audit
7/30/2021	6.0	Prep work for 8/2/21 mediation meeting
8/2/2021	3.0	intitial mediation meeting (meeting was not completed and rescheduled in order to request new mediator)
8/9/2021	2.0	created funding determination based on 2020-21 estimated actuals and emailed funding determination form to CDE
10/6/2021	2.0	teleconference with Peak regarding funding determination plus prep work
10/19/2021	8.0	mediation meeting with Accel
10/25/2021	4.0	prep work for 10/26/21 mediation meeting
10/26/2021	1.0	meeting with CLA regarding 2020 audit
10/29/2021	4.0	Prepared updated funding determination form based on Accel settlement
11/1/2021	2.0	research and correspondence with YMC regarding Accel settlement agreement
11/9/2021	1.0	correspondence regarding funding determination plus follow-up work
11/16/2021	1.0	correspondence with YMC regarding Accel settlement agreement plus follow-up work
11/19/2021	3.0	meeting with Shalen and Lee regarding Accel settlement plus follow-up work
11/19/2021	2.0	meeting with CLA regarding 2020 audit plus additional correspondence with YMC
11/23/2021	0.3	correspondence regarding 2020 audit
12/1/2021	8.0	work on 2020 audit
12/2/2021	0.3	correspondence regarding funding determination
12/8/2021	0.5	review of final Accel invoice
12/8/2021	2.0	review and edit ACCS letter prepared by YMC
12/16/2021	0.5	set-up wire transfer for initial Accel settlement payment
12/16/2021	1.0	correspondence with CLA regarding Accel settlement payment
1/6/2022	4.0	work on 2020 audit
1/25/2022	5.0	work on 2020 audit
1/26/2022	7.0	work on 2020 audit
1/27/2022	3.0	work on 2020 audit
1/31/2022	1.0	review draft of 2020 audit
2/7/2022	2.0	work on 990 form
2/17/2022	2.0	worked on revised 90-day funding determination form
2/22/2022	3.0	worked on revised 90-day funding determination form
4/4/2022	0.5	correspondence regarding ACCS meeting
4/27/2022	0.5	follow-up with Accel regarding monthly settlement payments starting in July 2022
<b>Total</b>	<b>81.5</b>	



**DATE:** May 23, 2022

**TO:** Chief Business Official  
**Peak Prep Pleasant Valley**

**FROM:** Julie Judd, Chief Technology Officer  
Colleen A. Steed, Director of Data Management/Applications  
VCOE Technology Services

**SUBJECT:** 2022-23 CA-ERP (Escape)Frontline agreement

Dear Tami Peterson,

Please find attached the 2022-2023 annual agreement for the Escape Financial & Payroll/Personnel System provided by the Ventura County Office of Education.

Frontline Absence Management and Time and attendance software are included in the fee for service.

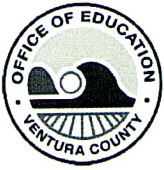
Please sign and return one copy of the contract to Rachel Lopez ([rlopez@vcoe.org](mailto:rlopez@vcoe.org)) at your earliest convenience. Our Business Office would prefer to have a Purchase Order attached if possible and should be sent to Rachel Lopez, attention at Technology Services.

If you have any questions regarding these contracts or the charges, please feel free to contact me at (805) 383-1966 or you can reach Rachel at (805)383-1978.

Attachments

JJ: rl

**Julie D. Judd, Ed.D., CCTO**  
Chief Technology Officer  
**Ventura County Office of Education**  
[5189 Verdugo Way, Camarillo, CA 93012](#)  
Office Phone: 805-383-1966  
Email: [jjudd@vcoe.org](mailto:jjudd@vcoe.org)



Ventura County Office of Education  
Dr. César Morales, Superintendent of Schools  
5189 Verdugo Way  
Camarillo, CA 93012

## AGREEMENT FOR CA-ERP FINANCIAL & PAYROLL/PERSONNEL SYSTEM

This agreement is made between the **Peak Prep Pleasant Valley** of Ventura County, hereinafter referred to as "LEA," and the Ventura County Office of Education hereinafter referred to as "VCOE."

It is Hereby Agreed between the Parties as follows:

### 1. Time Period

VCOE agrees to furnish the LEA services in processing and reporting for the fiscal year July 1, 2022, through June 30, 2023, and thereafter on a yearly basis unless written notice to the contrary is received by VCOE prior to the fifteenth of January of any year in which the services are rendered.

### 2. Services Provided

- VCOE shall provide services and transactions available in the Escape Financial & Payroll/Personnel System and the new Frontline modules – Absence Management and Time and Attendance.
- Secured access through VPN (Pulse Secure) and two-factor authentication (DUO).

### 3. Exclusions

Software support does not include:

- A. Programming required because of changes in computer equipment or configuration.
- B. Problems resulting from equipment failure.
- C. Unauthorized alterations to the programs.

### 4. Charges

<b>TOTAL FEE</b> <b>22-23</b> <b>\$ 4557.00</b>
---

### 5. Payment Schedule

The LEA agrees that the fees shall be paid in a single installment once invoiced and payable no later than December.

Approved this 27th day of June, 2022

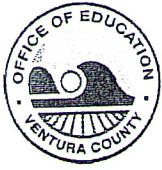
LEA Authorized Representative

Approved this 23 day of May, 2022.

VCOE Authorized Representative

*"Commitment to Quality Education for All"*





Ventura County Office of Education  
Dr. César Morales, Superintendent of Schools  
5189 Verdugo Way  
Camarillo, CA 93012

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Approved this 27 day of June, 2022.

  
\_\_\_\_\_  
LEA Authorized Representative

Approved this 23 day of May, 2022.

  
\_\_\_\_\_  
VCOE Authorized Representative

*"Commitment to Quality Education for All"*



## PEAK PREP & VENDOR SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into this 27th day of June, 2022 by and between Peak Prep Pleasant Valley Charter (hereinafter referred to as "Charter") and Gravity Assist, (hereinafter referred to as "Provider.")

### PROVIDER.

Gravity Assist  
Provider

310-343-1311  
Telephone Number

214 Main St, #413  
Street Address

Fax Number

El Segundo, CA, 90245  
City, State, Zip code

jay@gravityassist.us  
E-mail Address

84-4664157

Tax Identification or Social Security Number

License Number (if applicable)

- A. Charter desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until Charter returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with

Charter, and not as a partner, coventurer, agent, or employee of Charter, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of Charter or to bind the Charter in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and Charter, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to Charter employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. **NON-EXCLUSIVITY.**

- a. During the term of this agreement Provider may, independent of Provider's relationship with the Charter, without breaching this Agreement or any duty owed to the Charter, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the Charter may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the Charter.

4. **SERVICES.** Provider shall provide Charter with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of Charter, Provider and Charter shall cooperate with each other to work around such delay. However, Charter shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the Charter. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between Charter and Provider whereby the Charter can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").



Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the Charter.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on July 1st, 2022, and terminate on August 30th, 2023. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send Charter periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period, or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the Charter.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the Charter within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The Charter reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the Charter's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the Charter is disputed, the Charter shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and Charter.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the Charter, which may be withheld by the Charter in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the Charter. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the Charter, in its sole discretion, to terminate the Agreement.
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days

advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the Charter, become Charter property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
- a. Personal delivery;
  - b. Overnight commercial courier;
  - c. Certified or registered prepaid U.S. mail, return receipt requested; or
  - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the Charter and the Provider as follows:

_____ Charter	_____ Gravity Assist Provider
Attn: _____	Attn: Jay Mitsch _____
_____ Street	_____ 214 Main St, #413 Street
_____ City, State, Zip Code	_____ El Segundo, CA 90245 City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to Charter that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make

arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from Charter of same.

11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the Charter, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the Charter in the following manner:
- a. A letter outlining the changes shall be forwarded to the Charter by the Provider with a statement of estimated changes in fee and/or time schedule.
  - b. A written amendment to this Agreement shall be prepared by the Charter and executed by all of the parties before any performance of such services or the Charter shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- ☐ Hazardous and toxic substances,
- ☐ Hazardous waste,
- ☐ Universal waste,
- ☐ Medical waste,
- ☐ Biological waste,
- ☐ Sharps waste.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical

condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless Charter, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the teal and personal property of the Charter, or loss or theft of such property, or damage to the Property done or caused by such persons. Charter assumes no responsibility whatsoever for any property placed on Charter premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the Charter. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the Charter or any of its governing board, officers, agents, employees and/or volunteers.
15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:
- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider’s insurance covers the subcontractor and its employees.

- b. Workers ’Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers ’Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers ’Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers 'Compensation Insurance and Employers 'Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers ' Compensation Insurance.

Absent proof of Workers 'Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers ' Compensation Insurance is not required.

- c. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following:

Accountants, attorneys, education consultants, nurses, therapists	\$1,000,000.00
--	----------------

d.

- e. Other Coverage as Dictated by the Charter. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

f.

- f. If the Provider or Provider's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the Charter requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Charter.

- g. Provider's and any and all subcontractors 'insurance is primary and will not seek contribution from any other insurance available to the Charter.

- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the Charter as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the Charter, and at any other time upon the request of the Charter. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates

of such insurance shall be filed with the Charter on or before commencement of the services under this Agreement.

- i. Endorsements. Provider's and any and all Provider subcontractor's Commercial General Liability insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the Charter, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the Charter.

1) General Liability

- ☐ Construction: CG 20 10 10 01 and CG 20 37 10 01;
- ☐ Facilities Rental or Lease: CG 20 11 10 01;
- ☐ Most Other services: CG 20 26 10 01.

2) Primary, Non-Contributory

- ☐ CG 20 01 01 13

3) Waiver of Subrogation

- ☐ CG 24 04 05 09

4) Commercial Automobile Liability

- ☐ CA 20 48 10 13

- j. Provider's and any and all Provider subcontractor's Commercial General Liability insurance shall provide a list of endorsements and exclusions.

- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the Charter. Provider shall be responsible to pay that deductible or self-insured retention and the Charter shall not be responsible to pay these costs. In the event that Provider's deductibles or self-insured retentions collectively total more than \$50,000.00, Charter reserves the right to request proof of Provider's financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.

- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Charter.

- m. Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the Charter may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY.** Provider shall be responsible for ascertaining from the Charter all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Certain entities that contract with a school Charter are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the charter determines that the Provider will have limited contact with students.

- a. Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the Charter under this Agreement.

Provider shall certify in writing to the school charter that neither the Provider nor any of its employees who are required to submit or have their fingerprints submitted to the Department of Justice and who may come in contact with students have been convicted of a felony.

- b. Provider and its subcontractors are not required to comply with Education Code section 45125.1, Fingerprint certification requirements.
- c. Transportation Providers are required to comply with Education Code section 49406, Tuberculosis Risk Assessment requirements. Provider must cause to be on file with the Charter a certificate from the examining physician showing the Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES.** Provider hereby acknowledges and agrees that Charter is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of Charter hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

**18. DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

- 19. ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding



20. **DOCUMENT RETENTION.** After Provider's services to Charter conclude, Provider shall, upon the Charter's request, deliver all documents for all matter in which Provider has provided services to the Charter, along with any property of the Charter in Provider's possession and/or control. If the Charter does not request Charter's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If Charter does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the Charter. At any point during the two (2) year period, Charter may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the Charter.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.
22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

Peak Prep Pleasant Valley  
Charter

Gravity Assist  
Provider

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Dr. Shalen Bishop  
Name

Jay Mitsch  
Name

Superintendent  
Title

President, Owner  
Title

Approved as to form:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name  
Charter Counsel

## STATEMENT OF WORK

### DESCRIPTION OF WORK:

#### Peak Prep-Gravity Assist SBAC Test Prep Program: Operation Turbo Boost

#### Scope of Services (as of April 19, 2022):

##### 1. Academic Support and Mentoring Program:

Gravity Assist Mentors (GA Mentors) will provide academic support and mentoring with Peak Prep students (PP students). The GA Mentor will focus on quality curriculum review using best practices and individualized student troubleshooting. They will work closely with PP Staff to organize a quality support program by communicating periodically, addressing academic questions and concerns that students have and prepare them for the upcoming SBAC test.

- Ratio for program is 1 Gravity Assist Mentor to 10 Peak Prep Students
- Approximately 10 students are to participate in the Academic Support program. Students will consist of groups of 10 6th-8th grade students.
- Small Group Sessions will be conducted online and last approximately 1 hour.
- Small Group sessions will be conducted 4 days a week.

Student baseline assessment information will be taken to help understand the progress made. GA will use a pretest, regular assessments, and current grades at the beginning of the program.

- GA Mentor will focus on Academic Support/Homework Help AND SBAC Test prep. All instruction and remediation will utilize the technology that the students use regularly.
  - Academic Support/Homework Help will be specific to the small group/individual student. The PP student will provide GA Mentor with as much information as possible to help tailor instruction.
  - SBAC Test Prep will be presented in Lessons and Micro Lessons. Lessons will include objectives based instruction, remediation, and test taking strategies unique to the SBAC (i.e. understanding the structure of the online SBAC Test; how to answer multiple choice tests)
- Learning Progress will be recorded through GA created Google Forms and mini assessments through either Edulastic, Kahoots, IXL, and other SBAC test prep online practice. Progress will be communicated periodically to PP teachers and students.
- GA Mentor will organize, teach, and remediate with one small group at a time. The GA Mentor will be responsible for time management of the group.
- GA Mentor will commit service through the entirety of the program. Duration to be determined.

Proposed Plan for Daily Lessons - Each GA Mentor will follow the following program structure:

1. SEL Entrance Survey - Attending PP Students will fill out an Entrance Survey measuring their Social Emotional state at the beginning of the session. The Entrance Survey will consist of 3-5 questions regarding the students mental health, ability to learn, and willingness to learn.
2. "Do Now" Warm-Up - Complete a "Do Now" warm-up assessment of 1-5 questions to help inform the GA Mentor or ability and focus. Questions will focus on remediation, test prep and overall knowledge.
3. Micro Lesson - Students will complete a micro lesson on topics relevant to the small group/individual using the "I Do, We Do, You Do" learning model. Micro Lessons can include homework/classroom topics that need remediation, test prep lessons, or overall knowledge.
4. \*\*\*Homework Help\*\*\* - Optional: Depending on the time remaining and finalized scope of work, students will present homework/classwork that needs support. GA Mentor will support by guiding students through explanations, internet tools and parallel problems that can help the student to get a full understanding of the topics.
5. Exit Ticket Assessment - PP students will complete a 1-5 question assessment on a relevant topic to show understanding and progress. Exit ticket assessment will be presented at the end of the lesson or given as outside work. Exit Ticket Assessments will be used to tailor future lessons.

Each GA Mentor will allot ~8 hours/week for after-school program support.

- ~1 hour/day for 4 days per week is dedicated to student/small group lessons in the after-school program
- ~1 hour/day for 4 days per week planning, building interactive lessons that students, and communicating with PP teachers and admin.

**Rate:** Rate to be based on the program entirety. Payment is to be invoiced by Gravity Assist . Breakdown of invoice will be determined by Gravity Assist and Peak Prep. 2 Variations are included.

- 5 Week SBAC/HWK Test-Prep Program - \$4250

## WORK SCHEDULE:

### **Mondays 3:00p-4:00p PST and Thursday 3:00p-4:00p PST**

1. Students will log onto link:
2. Students participate in Warm-Up SEL questions and Warm-Up Activity
3. Students participate in Mini-Lesson SBAC review.
4. Students complete in Exit Ticket to show comprehension

	Session Breakdown:
1	Introduction, procedures review, 10 question pre-test
2	SBAC Test Preparation - customized from pre-test results
3	SBAC Test Preparation - customized
4	Homework/End of Year help
5	Homework/End of Year help
6	End of Year Wrap-Up

## **SCHEDULE OF FEES**

### **FEES:**

Compensation for Services	\$ 4250_____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ 2000_____
Balance Due after Completion of Services	\$ 2250_____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

### **PAYMENT SCHEDULE:**

Payments are to be made using Net30 schedule.

### **ADDITIONAL COSTS OF EXPENSES:**

Any additional costs of expenses must be presented to Chartered by Provider and approved by Charter. Provider must provide copies of receipts and invoice to Charter to be reimbursed.



PowerSchool Group LLC  
150 Parkshore Dr., Folsom, CA 95630  
Quote #: Q-675293 - 1  
Quote Expiration Date: 30-JUN-2022

Prepared By:	Jessica Quattrocchi	Customer Contact:	Evelyn Mojica
Customer Name:	Peak Prep Pleasant Valley	Title:	HR
Enrollment:	500	Address:	2150 Pickwick Dr. 304.
Contract Term:	36 Months	City:	Camarillo
Start Date:	23-JUN-2022	State/Province:	California
End Date:	22-JUN-2025	Zip Code:	93010
		Phone #:	(805) 419-3752

Product Description	Quantity	Unit	Extended Price
Initial Term 23-JUN-2022 - 22-JUN-2023			
License and Subscription Fees			
Unified Talent Records	500.00	Students	USD 6,500.00
UT Records One Time Discount	1.00	Each	USD -2,000.00
License and Subscription Totals:			<b>USD 4,500.00</b>

Professional Services and Setup Fees			
Unified Talent Records Implementation - Advanced	1.00	Each	USD 6,450.00
Professional Services and Setup Fee Totals:			<b>USD 6,450.00</b>

Quote Total	
Total Discount:	USD 4,500.00
Initial Term	23-JUN-2022 - 22-JUN-2023
Initial Term Total	USD 10,950.00

Annual Ongoing Fees as of 23-JUN-2023 - Fees subject to an annual uplift, which will be reflected on renewal quote			
Unified Talent Records	500.00	Students	USD 6,500.00
Annual Ongoing Fees Total:			<b>USD 6,500.00</b>

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must

be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at:  
[https://www.powerschool.com/MSA\\_Feb2022/](https://www.powerschool.com/MSA_Feb2022/)





# Statement of Work

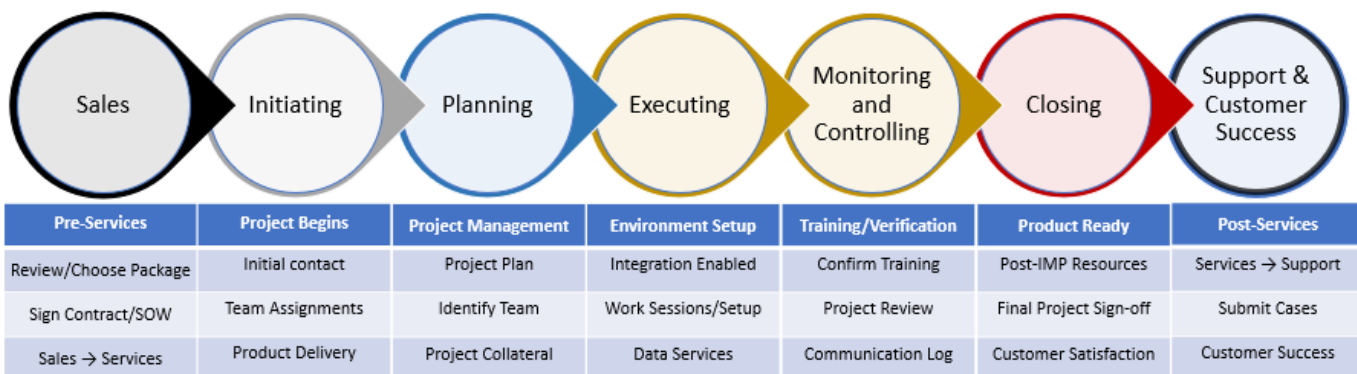
## Purpose of Document

The purpose of this Statement of Work (“SOW”) between PowerSchool Group LLC (“PowerSchool”) and Customer (“You”, “Your”) is to outline the process, approach, and completion criteria for each step of the process to implement PowerSchool. This document covers the roles and responsibilities of the PowerSchool Project Manager, Implementation Specialist(s), and Customer in each step of the PowerSchool implementation process, serving as an outline of services PowerSchool is expected to deliver. This SOW calls out specific functional areas of PowerSchool that are covered for implementation services and level of coverage.

Successful implementation of new software requires proven project management and methodology. The timeline will be mutually adapted within a project management tool between PowerSchool and the Customer. PowerSchool provides a comprehensive package of services designed to ensure Your PowerSchool deployment project meets Your unique needs and expectations. Additional training, consulting and customization services can be purchased to help augment additional needs You may have with Your PowerSchool deployment. The delivery of Professional Services contained in this document will be provided remotely. If travel is required, all travel related expenses will be invoiced as incurred.

We will partner with You and be Your liaison to PowerSchool during the implementation. You will have a project team to help you, as a Customer, connect to other PowerSchool services and support, while also providing project planning, communication, project execution, and product specialist consulting. For a successful PowerSchool implementation, it is important that You understand the responsibilities, carve out the time required and keep on pace with the timeline. This will involve gathering information, helping Your team come to agreement on configuration and data standardization, your own product training and monitoring other staff assigned training for completion, adjusting desk level procedures, and planning for go live among several other tasks. The overall steps included in a project are outlined below.

This Statement of Work is subject to the terms and conditions of the current master agreement between the parties and any associated policies, pursuant to which PowerSchool has licensed the PowerSchool application to the Customer.



Released January 2021

Document Owner: PowerSchool Group LLC, Product Deployment Solutions

This edition applies to the current PowerSchool software and to all subsequent releases and modifications until otherwise indicated in new editions or updates. The data and names used to illustrate the reports and screen images may include names of individuals, companies, brands, and products. All of the data and names are fictitious; any similarities to actual names are entirely coincidental.

## General Assumptions

1. Implementation services will be delivered remotely unless onsite services are purchased separately.
2. Client is to provide a data extract to PowerSchool in accordance with Tiered Service package selected (if needed).
3. Implementation timeline is stated within the Planning Phase, extending the timeline may require the customer to purchase additional services.
4. Implementation services are completed when delivered and the deliverable acceptance procedure is complete.
5. Additional services are available and can be purchased for items out of the scope of implementation (see Project Change Control and Escalation Change Procedure section of this document).
6. Customer will adhere to the active PowerSchool Cancellation Policy. “Services Cancellation: Licensee shall pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Licensee cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Licensee’s request.”
7. Customer must identify a designated Customer project lead before the project kick-off meeting. The Customer project lead will be responsible for delivering all sections of the “Customer Responsibilities” included in the SOW in a complete manner within the project timeline.
8. The designated Customer project lead should be an employee of the organization implementing PowerSchool. Customers that hire third-party organizations to act on the behalf of the Customer for implementation may be required to sign a waiver form provided by PowerSchool, indicating that the third-party organization is authorized to act on the Customer’s behalf when interacting with PowerSchool. The Customer will be responsible for maintaining proper communication channels with third party organizations hired by the Customer.
9. All sign offs must be done by an employee and designated signatory of the Customer. Third party entities engaged by the Customer are not acceptable signatories for any project sign offs.
10. The PowerSchool Project Manager and/or Application Specialist will guide Customer to available procedures, guidelines, standards, reference materials and system/application documentation.
11. Implementation Services is assuming the product will be deployed as-is, items outside of Scope of Work must go through the change control procedures (see Project Change Control and Escalation Procedure in this document).

# Deliverables Acceptance Procedure

## Deliverables Acceptance

This Statement of Work outlines PowerSchool deliverables for each phase of the implementation project in the PowerSchool Objections and Completion Criteria sections. Each deliverable will be reviewed and accepted in accordance with the following procedure:

- Deliverable will be submitted or delivered to the Customer project lead or designated Customer team member. It is the Customer project lead's responsibility to review and accept deliverable as complete.
- Within six (6) business days of completion of the project the Customer project lead will either accept the final deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response from the Customer project lead is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- The PowerSchool implementation specialist will consider the Customer's objections within the context of PowerSchool's obligations as stated within this Statement of Work. Revisions agreed to by PowerSchool will be applied at which time the deliverables will be reviewed within six (6) business days and the Customer project lead either will accept the deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- Customer objections that are not agreed to by PowerSchool will be managed in accordance with the Project Change Control Procedure described below. If resolution is required to a conflict arising from Customer's objection to a deliverable, the Customer and PowerSchool will follow the Escalation Procedure described below.
- All deliverables required to be delivered hereunder are considered to be owned by PowerSchool with unlimited internal use by the Customer, unless otherwise noted.

# Project Change Control and Escalation Procedure

## Project Change Control

The following process will be followed if additional services to this Statement of Work are required or desired.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, rationale for the change and the effect the change will have on the project.
- The designated Customer project lead will review the proposed change and recommend it for further investigation or reject it. A PCR must be signed by the authorized Customer project lead to authorize quote for additional services. If the Customer accepts additional services and charges, a change to the original purchase order or new purchase order is required. Change to this Statement of Work through additional addendum will authorize additional scope and work.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed upon in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

## Customer Escalation Procedure

The following procedure will be followed if resolution is required for a conflict arising during the project

- **Level 1:** Customer project lead will notify PowerSchool Project Manager via email with details of escalation.
- **Level 2:** If the PowerSchool Project Manager cannot provide resolution or path to resolution five (5) business days from receipt of level 1 escalation email, the Customer project lead will notify PowerSchool manager via email to – [pmleadership@powerschool.com](mailto:pmleadership@powerschool.com)
- **Level 3:** If the concern remains unresolved after Level 2 intervention, resolution will be addressed in accordance with Project Change Control Procedure or termination of this SOW under the terms of the Contract.

During any resolution, PowerSchool agrees to provide services related to items not in dispute, to the extent practicable, pending resolution of the concern. The Customer agrees to pay invoices per the Contract, as rendered.

# Employee Records Advance Statement of Work

## Initiating (Pre-requisites before Planning)

### PowerSchool Responsibilities

- Deploy Records site
- Provide Login Credentials
- Send Welcome Email with Statement of Work
- Identify PowerSchool Project Team
  - Project Manager
  - Implementation Specialist(s)
  - Technical Specialist
  - Education Impact Consultant
- Send Customer access to the following:
  - Project Plan

### Customer Responsibilities

- Identify Customer Project Team
  - Project Manager
  - Subject Matter Expert(s)
- Review Statement of Work

### Completion Criteria

This activity will be considered complete when:

- Customer signs the Statement of Work

## Planning

### PowerSchool Responsibilities

- Schedule and conduct a kick-off meeting
  - Advanced Model is one hundred and twenty (120) calendar days from the date of the kick-off meeting
- Provide introduction to the Support site
- Review the deliverables in the SOW and explain the implementation process
- Schedule the PowerSchool implementation and training resources based on project timeline
- Discuss the role and responsibilities of a technical resource during the project (when applicable)
- Discuss the role and responsibilities of the Education Impact Consultant
- Update the Project Plan to include implementation timing and resources
- Schedule regular Status Calls as needed
- Email Business Operations team list of Technical Consultants

## Customer Responsibilities

- Attend kick-off meeting and all subsequent meetings and training required
- Utilize the online Project Plan and trainings throughout the project to stay up to date
- Plan for training and ensure users attend required training sessions
- Provide Example Forms

## Completion Criteria

This activity will be considered complete when:

- The kick-off meeting is completed
- The Project Plan is updated based on discussed timelines
- Example Evaluation Forms have been provided

## Authentication Services and Exports/Imports

As part of these services, PowerSchool will assist the customer to configure Single Sign On (SSO) using LDAP or OIDC authentication for the PowerSchool product(s) undergoing implementation. This will be a one-time setup for which the PowerSchool implementation team will assist with the setup and configuration of the authentication services for live product(s), and the currently implemented product(s). Additionally, PowerSchool will assist with the enablement of the PowerSchool AppSwitcher for any other live PowerSchool product(s) (i.e. already implemented) where AppSwitcher is supported.

## PowerSchool Responsibilities

- Update user accounts to ensure matching between systems
- Configure SSO using LDAP or OIDC (if applicable)
- Configure AppSwitcher with current and new PowerSchool products
- Go over all Export/Import options available for Records, including:
  - eFinance Plus and Business Plus
  - Data Export
  - PDF Export
  - Sync 2.0 and Data Import tool (Sync 9)

## Customer Responsibilities

- Identify and enable the Identity Provider (IDP) for setting up of SSO
- Test the setup of Authentication services and AppSwitcher
- Acknowledge which Export/Import Options you are interested in

## Completion Criteria

- Customer signs the final checklist that Authentication Services are complete

# Executing

## PowerSchool Responsibilities

- Provide Security Settings information.
- Provide system administrator training and best practices on the following System Settings:
- Data Import Templates
  - Staff
  - Location
  - Job Types
  - Supervisor
- Configure the Records System – including but not limited to:
  - New Hire Documents (Ex: Direct Deposit, Employee Information Sheet)
  - Benefits Documents (Ex: Benefit information or Benefit enrolment forms)
  - Employee Separation (Ex: FMLA or Retirement)
  - Action Forms (Ex: Employee Change Form)
  - Uploading Library Resources (Ex: Uploading an Employee Handbook for review)
- End User Training
  - System Admin Training
  - Departmental training (Payroll and Benefits for Example)
  - Provide email example for alerting all other employees on Records and utilizing Available forms.
- Building Checklists
- Developing and Assigning Security Permissions and Groups
- Creating/Facilitating Workflows
- Using System Reports
- Managing/Editing System Notifications
- Managing Available Forms
- Scanning content into Records
- Using Contracts
- Staff Updates
- **Build System Content**
  - Up to 15 Custom Forms
  - Up to 5 Checklists
  - Configure associated documents, sleeves, folders workflows and groups for the forms above
  - Develop up to 5 Contracts

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This edition applies to the current PowerSchool software and to all subsequent releases and modifications until otherwise indicated in new editions or updates. The data and names used to illustrate the reports and screen images may include names of individuals, companies, brands, and products. All of the data and names are fictitious; any similarities to actual names are entirely coincidental.

- Edit system notifications
- Configure up to 3 custom security levels
- If applicable, configure the App Switcher and SSO Authentication services
- The Education Impact Consultant provides expertise and guidance for the effective enablement of the product being implemented

## **Customer Responsibilities**

- System Configuration
  - Attend training sessions
  - Complete configuration tasks (including but not limited to the list above)
  - Review and verify configuration, complete signoff
  - Complete testing outside of meetings: Testing Onboarding Checklists, Test Available Forms and Contracts, Test Filing and Reporting

## **Completion Criteria**

This activity will be considered complete when:

- The system has been installed
- Customer completes System Configuration Signoff

# **Monitoring**

## **PowerSchool Responsibilities**

- Schedule and conduct a launch review meeting
- Provide launch documentation

## **Customer Responsibilities**

- Attend all Product Overviews and Training
- Complete end-user testing within the software
- Log and Follow Up on Support Cases as needed
- Report critical issues to your implementation team

## **Completion Criteria**

This activity will be considered complete when:

- Customer has attended Product Overviews
- Customer has attended any additional training included in their package
- Customer has completed the launch review meeting



# Closing

## PowerSchool Responsibilities

- Review and finalize any remaining project deliverables
- Introduce customer to support contact methods and accessing Community
- Submit Services to Support Survey
- Provide final project sign off to customer

## Customer Responsibilities

- Review completed project deliverables
- Understand that support will become primary contact for customer
- Complete final project signoff
- Complete Customer Satisfaction Survey

## Completion Criteria

This activity will be considered complete when:

- Customer completes final project signoff



## **STS Lifetime Parts Warranty and Repair Policy**

The STS Lifetime Parts Warranty and Repair Policy provides all STS Second-Life Hardware™ and manufacturer-refurbished desktops and laptops with a lifetime parts warranty. Replacement parts sent by STS for customer repair are free of charge and include free shipping. If desired, STS will repair or replace hardware purchased from STS, at the discretion of an STS technician, for an additional cost. The customer is responsible for packing and shipping equipment to STS and STS will pay for return shipping.

**Enhanced Warranties, covering Shipping, Labor and Accidental Damage are available starting at \$29.99.** Please contact your STS Education Technology Specialist for additional details.

## **New Hardware Warranties**

All new equipment is covered under the original manufacturers' warranties. All new equipment is covered under the original manufacturers' warranties. This is typically a 1 year warranty which includes parts and labor, but not necessarily shipping. Accidental Damage is not covered. The customer is responsible for contacting the manufacturer for support and should follow their warranty protocol for issue resolution, prior to contacting STS.

**Extended and Accidental Damage Warranties are available starting at \$29.99.** Please contact your STS Education Technology Specialist for additional details.

## **Apple Products**

All Apple desktops and Laptops are covered with a 3 year STS parts warranty. iPad's are covered with a 1 year STS parts warranty. Replacement parts sent by STS for customer repair are free of charge and include free shipping. If desired, STS will repair or replace hardware purchased from STS, at the discretion of an STS technician, for an additional cost. The customer is responsible for packing and shipping equipment to STS and STS will pay for return shipping.

## **Battery & Power Adapter End-User Limited Warranty**

STS warrants all power adapters, laptop batteries\*, and UPS batteries\* (including those purchased with or within laptops and as separate parts) to be free from defects in material and workmanship for 12 months. This end-user limited warranty is extended by STS to the original purchaser of any STS product, within these specific categories, and is not transferable. You must contact the STS Customer Service Department (866-717-7606) and receive an RMA prior to creating a claim.

STS will repair or replace, at STS's option, the defective STS product or any electronic device damaged by such STS product, under normal usage by the end-user. Replacements will be made using new or refurbished product at STS's discretion. The warranty on replacement product will be a continuation of the original product's warranty, valid from the date of the original purchase.

**\*NOTE: The capacity of all rechargeable batteries will decline over time depending on the use and charging/discharging process. This is considered normal and therefore, a reduction in battery capacity is not covered under warranty. The battery is only warranted from defects in material or workmanship resulting in failures. Reduced runtime is not warranted and will vary depending on the power management settings and configurations that are set on the mobile device as well as the number of times the battery has been charged and discharged. Please be advised that rechargeable batteries are considered 'consumable products' and warranty coverage is limited to a battery not being able to receive and hold a charge.**

## **STS Return Policy Information**

<https://www.stseducation-us.com/sts-services/value-protection-plan/#warranty>

The Right Technology



Company Address 130-A W. Cochran St.  
Simi Valley, CA 93065  
US

Created Date 4/22/2022 10:17 AM  
Expiration Date 6/27/2022

Prepared By Vince Dempsey  
Sales Email vince.dempsey@stseducation-us.com  
Sales Phone  
Fax (888) 801-3381  
Bill To Name Peak Prep Pleasant Valley Charter School  
Bill To  
Quote Number Q-21489  
Account Name Peak Prep Pleasant Valley Charter School  
Contact Name Evelyn Mojica  
Contact Phone 8058508521  
Contact Email evelyn.mojica@peak-prep.org  
Ship To Name Peak Prep Pleasant Valley Charter School  
Ship To

Quantity	Product Name	Product Description	Sales Price	Calculated Total Price
400	Misc Equip Sold - New Acer Chromebook	Acer Chromebook Spin 514 CP514-1WH-R8US (14" Touchscreen Convertible 2 in 1 Chromebook - AMD Ryzen 5 - 8 GB - 128 GB SSD)	\$578.00	\$231,200.00
40	Google Chrome License	Google Chrome Management Console, Education Perpetual License	\$35.00	\$1,400.00
400	1yr Mail In MFR Wnty	1yr Mail-In Manufacturer Warranty	\$0.00	\$0.00
32	Misc Equip - New HP Laptop	HP Pro x360 Fortis 11 G9 (11.6" Convertible, Intel Celeron N4500, 4GB, 64 eMMC SSD, Win 11 SE) - 6K638UT#ABA	\$419.99	\$13,439.68
32	Misc Warranty	HP 4 Year ADP Warranty - U9DQ5E	\$185.99	\$5,951.68
400	Other	Edutech - Manage Student Google Management Console, GoGuardian and Web Filtering	\$37.00	\$14,800.00
32	Other	Edutech - Staff Manage Google Management Console, GoGuardian and Web Filtering	\$45.00	\$1,440.00
432	GoGuardian Software Sold	GoGuardian Admin 3 Yr starting 3/24/2023-3/23/2026 - GG-ADM3Y-000001	\$27.00	\$11,664.00
1	Shipping Federal Express Ground	Shipping to be determined	\$0.00	\$0.00

Total Price \$279,895.36  
Tax \$0.00  
Grand Total \$279,895.36

**All sales are subject to applicable sales tax at the time of shipment.**

Financing options are available with approved credit.

STS Education stands behind the products and services we provide. For more information on our warranties and guarantees, visit: [stseducation-us.com/resources/customer-support](https://www.stseducation-us.com/resources/customer-support).

<https://www.stseducation-us.com/>