

CITY HEIGHTS PREP

CHARTER SCHOOL

AGENDA

Regular Board Meeting

Friday, September 6, 2024

10:00 AM

4260 54th Street, San Diego, CA, 92115

I. Call to Order

II. Public Comment

AGENDA ITEMS: Any person may address the Board concerning any item on the agenda and may, at the discretion of the Board, be granted (5) minutes to make a presentation to the Board at the time a specific item is under discussion. Additional time may be granted if circumstances permit. The total time per agenda item devoted to presentation to the Board shall be determined based on the number of speakers wishing to address the board. However, this time will not exceed one-half (1/2) hour unless additional time is granted by the Board. All presentations shall be heard by the Board prior to the formal discussion of the agenda topic under consideration.

III. Approval of Agenda

IV. Discussion

- A. Introduction of New Staff
- B. School Climate Update (Dr. Elias Vargas)
- C. Student Enrolment
- D. Questions

V. Board Development

- 1. Re-elect Michael Watts as Board Chair for 1-year term effective September 6, 2024
- 2. Re-elect Dr. Lisbeth Johnson for 2-year term effective September 6, 2024
- 3. Re-elect Johanna Afshani for 2-year term effective September 6, 2024
- 4. Review Board Roles and Responsibilities: Delegation of Power Policy
- 5. Review Code of Conduct Policy

VI. Approve Board Minutes

- A. June 6, 2024 Special Board Meeting Minutes
- B. June 7, 2024 Regular Board Meeting Minutes

VII. Discussion/Action Items

- A. Fiscal Update (Alexis McKeon)
 - A. Review final 2023-24 Budget to Actual
 - B. Balance Sheet
 - C. Cash Projections
 - D. Check Register
 - E. Income Statement
- B. Approve 2023-24 Unaudited Actuals
- C. Approval of FY23-24 Final EPA Expenses
- D. Approval of FY24-25 EPA Expenditure Plan
- E. Approve Prop 28 Arts and Music Annual Report

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Regular Board Meeting

Friday, September 6, 2024

10:00 AM

4260 54th Street, San Diego, CA, 92115

- F. Approve expenditures in excess of \$10,000.00
 - 1. Horace Mann Meals Agreement
 - 2. Children's Occupational Therapy Services Contract
- G. Approve revised Employee Handbook
- H. Approve revised Student/Parent Handbook
- I. Approve revised Title IX Policy
- J. Approve revised Harassment, Intimidation, Discrimination and Bullying Policy
- K. Consent Agenda
 - A. Approve Tamara Bruton as Intern Teacher
 - B. Approve Sydney Jaime as Intern Teacher
 - C. Approve Nicola Pliskin as Intern Teacher
- L. Discuss and Approve Rachel Davey Local Teaching Assignment [EC §44258.3 (Craven) Departmentalized] of A.V.I.D. 7, Earth Science, Reading Enrichment, Science 7, Science 8, and AP Human Geography
- M. Closed Session Pursuant to Ralph M. Brown Act Section 54956.8
 - A. Real Property Negotiations Discussions
- N. Board Comments

VIII. Adjournment

NOTICES

I, Elias Vargas, School Director, hereby certify that this agenda was posted as regulated by law on Tuesday, September 3, 2024, by 10:00 a.m. City Heights Preparatory Charter School does not discriminate on the basis of disability in the admission or access to, or treatment in employment in its programs or activities. Dr. Elias Vargas, School Director, has been designated to receive requests for disability-related modification or accommodation in order to enable individuals with disabilities to participate in City Heights Preparatory Charter School's open and public meetings. Please notify Dr. Elias Vargas at (619) 795-3137 twenty-four (24) hours in advance, or as soon as possible, prior to disability accommodation being needed in order to participate in the meeting.

CITY HEIGHTS PREP

CHARTER SCHOOL

BOARD ROLES AND RESPONSIBILITIES: DELEGATION OF POWER

Charter schools are governed by boards, not by individual board members. While understanding their separate roles, the Board of Directors and the School Director work together as a governance team in operating City Heights Preparatory Charter School. The governance team assumes collective responsibility for building unity and creating a positive organizational culture in order to govern effectively. In consideration of these guiding principles, the following policy identifies the role of the Board and the role of the Director.

Role of the Governing Board

Vision and Strategic Plan:

- The Board drafts, modifies and approves the School Mission;
- The Board approves the annual School Accountability Plan;
- The Board adopts policies to successfully implement the School Mission and School Accountability Plan.
- The Board oversees the School Director to ensure that the School Mission and School Accountability Plan are upheld.

Academic Performance Monitoring:

- The Board, or a committee thereof, annually reviews student performance based on state- and federally-mandated assessments and sets goals for student achievement;
- The Board, or a committee thereof, annually reviews student performance based on state and federally mandated assessments;
- The Board, or a committee thereof, reviews student performance based on school level assessments;
- The Board reviews and adopts academic policies to accomplish the student achievement goals;
- The Board approves all academic performance reports to all federal, state and local agencies as required by law;

Staffing and Personnel:

- The Board reviews and approves personnel policies and any amendments thereto;
- The Board hires, evaluates, and terminates the employment of the School Director;
- The Board establishes performance goals for the School Director and communicates the goals to the School Director;
- The Board annually reviews the School Director's performance;
- The Board annually reviews the School Director's employment contract, and reevaluates it yearly;
- The Board approves the salary schedules and compensation policies for all School personnel in compliance with any applicable state laws and collective bargaining procedures (if applicable);
- The Board hears and decides employee grievances (only applicable if employees are given grievance rights under a contract, collective bargaining agreement, personnel or board policies).

Parent, Student and Community Relations

- The Board approves all student and parent policies and any proposed amendments thereto;
- The Board, or a committee thereof, hears and decide student expulsion recommendations;
- The Board, or a committee thereof, may hear and decides student suspension appeals;
- As needed, the Board communicates with the media and community at large consistent with the School's Mission and Vision;

Finance and Budget

- The Board reviews and approves the fiscal management and internal controls policies and any proposed amendments thereto;
- The Board, or a committee thereof, solicits and selects the school's independent financial auditor, oversees the auditor's work, and receives the auditor's report(s);
- The Board, or a committee thereof, reviews and adopts and amends the annual budget as well as interim and annual financial statements;
- The Board, or a committee thereof, reviews and approves the audit report;
- The Board monitors the responses to the audit report and implementation thereof;
- The Board authorizes all contracts for services and materials in excess of \$10,000.

Facilities

- The Board enters into financing and building contracts;
- The Board approves construction and remodeling of facilities in keeping with fiscal policies ;
- The Board, or a committee thereof, researches school sites as needed, and funding and facilities options;
- The Board, or a committee thereof, conducts capital campaigns;
- The Board, or a committee thereof, makes recommendations on facilities needs and policies.

Board Internal Business

- The Board drafts, reviews and approves board policies and amendments thereto;
- The Board recruits prospective Board members;
- The Board orients new Board members;
- The Board, as needed, provides training to its members;
- The Board develops and yearly implements a Board self-evaluation. From time to time, the Board re-evaluates its self-evaluation process.

Charter Performance and Renewal

- The Board annually reviews the school performance reports;
- The Board, as needed, reviews charter school renewal proposals and reports.

Delegation of Power to the School Director

The Board delegates the following powers to the Director or his/her delegate. The Director or delegate works in conjunction with the committees established by the Director to promote the collaborative culture of City Heights Preparatory Charter School.

Vision and Strategic Plan:

- The School Director provides input to the Board when it drafts, modifies and approves the School Mission;

- The School Director drafts and submits to the Board the School’s Accountability Plan;
- The School Director implements the Board-adopted policies to implement the School Mission and Strategic Plans, by among other things adopting appropriate procedures and training staff on the policies and procedures.

Academic Performance Monitoring:

- The School Director develops a report reflecting student performance based on state and federally mandated assessments, provides a copy to the Board, reviews the performance with the Board, or a committee thereof, and provides input to the Board when setting goals for student achievement. The School Director implements the goals for student achievement on such assessments;
- The School Director regularly reviews student performance based on school level assessments with the Board, or a committee thereof, and provides input to the Board when setting goals for student assessment on school level assessments. The School Director implements the goals for student achievement on school level assessments;
- The School Director implements Board adopted policies to achieve the student achievement goals, by among other things, adopting appropriate procedures and training staff on policies and procedures;
- The School Director creates all academic performance reports required by all federal, state and local agencies as required by law and provides them to the Board for approval;
- The School Director develops the school calendar and class schedule and provides them to the Board.

Staffing and Personnel:

- The School Director drafts all personnel policies and presents them to the Board for review and approval. The School Director also recommends any proposed amendments to the personnel policies and presents them to the Board for review and approval;
- The School Director hires, terminates, and reassigns all school personnel other than the Director and presents those actions to the Board. The School Director is responsible for all recruitment activities associated with the hiring of school personnel;
- The School Director determines the salaries for all School personnel, except the School Director, in compliance with any applicable state laws, collective bargaining procedures (if applicable), and within the salary schedules or budget approved by the Board;
- The School Director ensures that all school personnel are evaluated on a regular basis. The School Director creates the process for such evaluation in conjunction with City Heights Preparatory Charter School staff;
- The School Director implements all personnel policies, including the school’s internal complaint procedures. If applicable, the School Director presents employee grievances to the Board, which hears and decides them (only applicable if employees are given grievance rights under a contract, collective bargaining agreement, or personnel policy).

Parent, Student and Community Relations

- The School Director implements the policies and procedures adopted for student expulsion and recommends student expulsions to the Board, upon completion of the school-level procedures.
- The School Director follows the policies and procedures adopted for student suspensions and refers any student appeals to the Board to hear and decide such appeals as applicable;

- The School Director drafts, and subsequently implements the Board adopted student and parent policies, by, among other things, adopting appropriate procedures and training staff on the policies and procedures. The School Director drafts amendments to the student and parent policies, and presents them to the Board for approval;
- At the request of the Board, the School Director communicates with the media and community at large in a fashion that is consistent with the School's Mission and Vision;

Finance and Budget

- The School Director drafts and subsequently implements the Board adopted fiscal policies, by, among other things, adopting appropriate procedures and training staff on the policies and procedures. The School Director drafts amendments to the fiscal policies, and presents them to the Board for approval;
- The School Director drafts and submits to the Board, or a committee thereof, the School budget as mandated and regular budget updates and other required financial statements;
- The School Director implements the responses to the audit report as instructed by the Board.
- The School Director is authorized to enter into contracts for services and materials that are included in a board approved budget and do not exceed \$10,000 per contract.
- The School Director is authorized to approve or make purchases up to \$10,000. The School Director is authorized to approve or make purchases in excess of \$10,000 when the purchase is part of previously approved lease or contract the Board has approved.

Facilities

- The School Director conducts school site needs assessments at the direction of the Board;
- The School Director assists the Board with capital campaigns as needed;
- The School Director implements any facilities policies.

Charter Performance and Renewal

- The School Director annually drafts any required school performance reports for Board review;
- The School Director, as needed, drafts charter school renewal proposals and reports.

CITY HEIGHTS PREP

CHARTER SCHOOL

Code of Conduct Policy

As a member of the Board, I shall promote the best interests of the City Heights Preparatory Charter School as a whole and, to that end, shall adhere to the following ethical standards:

Equity in Attitude

- I will be fair, just, and impartial in all my decisions and actions.
- I will accord others the respect I wish for myself.
- I will encourage expressions of different opinions and listen with an open mind to others' ideas.

Trustworthiness in Stewardship

- I will be accountable to the public by representing City Heights Preparatory Charter School policies, programs, priorities, and progress accurately.
- I will be responsive to the community by seeking its involvement in City Heights Preparatory Charter School affairs and by communicating its priorities and concerns.
- I will work to ensure prudent and accountable use of City Heights Preparatory Charter School resources.
- I will make no personal promise or take private action that may compromise my performance or my responsibilities;
- I acknowledge that as a Board Member I have no individual authority to direct school staff or make decisions regarding the school, unless authorized by a vote of the board.

Honor in Conduct

- I will tell the truth.
- I will share my views while working for consensus.
- I will respect the majority decision as the decision of the Board.
- I will base my decisions on fact rather than supposition, or public favor.

Integrity of Character

- I will consistently uphold all applicable laws, rules, policies, and governance procedures.
- I will not disclose information that is confidential by law or that will needlessly harm the School if disclosed.

Commitment to Service

- I will focus my attention on fulfilling the Board's responsibilities of goal setting, policymaking, and evaluation.
- I will diligently prepare for and attend Board meetings.
- I will avoid personal involvement in activities the Board has delegated to the Director, unless the Director so requests.
- I will seek continuing education that will enhance my ability to fulfill my duties effectively.

Student-Centered Focus

The best interests of all City Heights Preparatory students will be the fundamental guiding principle in my actions as a Board member.

CITY HEIGHTS PREP

CHARTER SCHOOL

Minutes

Special Board Meeting

Thursday, June 6, 2024

10:00 AM

4260 54th Street, San Diego, CA, 92115

Members Present: Amie Becker-Karscig, Dr. Lisbeth Johnson, Regina McDuffie, Michael Watts,

Members Absent:, Joanna Afshani

Guest: Alexis McKeon, Lisa Hellmann, Joanne Pate

Staff: Dr. Elias Vargas, Dr. Merdin Mohammed

I. Call to Order

Meeting called to order by Michael Watts at 10:05 a.m.

II. Public Comment

No Public Comments

III. Approval of Agenda

Motion to approve agenda by Michael Watts, Second by Regina McDuffie

In Favor: Johnson, Becker-Karscig, McDuffie, Watts ***Opposed:*** None ***Absent:*** Afshani ***Abstain:*** None

IV. Presentations

1. School Climate Update – Dr. Elias Vargas

1. State of the School
2. High School Graduation – June 13th at 6:30 p.m.
3. Scholarships
4. Staffing Updates

V. Board Development

1. Re-elect Michael Watts for 2-year term effective June 6, 2024

Motion to re-elect Michael Watts for 2-year term effective June 6, 2024 by Regina McDuffie, Second by Dr. Lisbeth Johnson

In Favor: Johnson, Becker-Karscig, McDuffie ***Opposed:*** None ***Absent:*** Afshani ***Abstain:*** Watts

2. Consideration and Vote for New Board Member Candidates

1. Lisa Hellmann

Motion to approve Lisa Hellmann for 2-year term effective June 6, 2024 by Michael Watts, Second by Amie Becker-Karscig

In Favor: Johnson, Becker-Karscig, McDuffie, Watts ***Opposed:*** None ***Absent:*** Afshani ***Abstain:*** Hellmann

2. Joanne Pate

Motion to approve Joanne Pate for 2-year term effective June 6, 2024 by Dr. Lisbeth Johnson, Second by Michael Watts

In Favor: Johnson, Becker-Karscig, McDuffie, Watts ***Opposed:*** None ***Absent:*** Afshani ***Abstain:*** Hellmann and Pate

CITY HEIGHTS PREP

CHARTER SCHOOL

Minutes

Special Board Meeting

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3. Accept Regina McDuffie's board resignation, effective June 8, 2024

Motion to accept Regina McDuffie's board resignation effective June 8, 2024 by Michael Watts, Second by Dr. Lisbeth Johnson

*In Favor: Johnson, Hellmann, Becker-Karscig, Pate, Watts **Opposed: None Absent: Afshani***

Abstain: McDuffie

4. Approve March 8, 2024 Regular Board Meeting Minutes

Motion to approve March 8, 2024 regular board meeting minutes by Michael Watts, Second by Dr. Lisbeth Johnson

*In Favor: Johnson, Becker-Karscig, McDuffie, Watts **Opposed: None Absent: Afshani Abstain:***

Hellmann and Pate

5. Approve March 14, 2024 Special Board Meeting Minutes

Motion to approve March 14, 2024 special board meeting minutes by Michael Watts, Second by Dr. Lisbeth Johnson

*In Favor: Johnson, Becker-Karscig, McDuffie, Watts **Opposed: None Absent: Afshani Abstain:***

Hellmann and Pate

VI. Discussion/Action Items

A. Fiscal Update – Alexis McKeon – McKeon CPAs Inc.

1. Review 2023 – 24 Budget to Actual
2. Income Statement
3. Balance Sheet
4. Cash Projections
5. Check Register

B. Approve 2024-25 Preliminary Budget

Motion to approve 2024-25 Preliminary Budget by Michael Watts, Second by Dr. Lisbeth Johnson

*In Favor: Hellmann, Johnson, Becker-Karscig, McDuffie, Pate, Watts **Opposed: None Absent: Afshani Abstain: None***

C. Approve Form 990

Motion to approve Form 990 by Dr. Lisbeth Johnson, Second by Michael Watts

*In Favor: Hellmann, Johnson, Becker-Karscig, McDuffie, Pate, Watts **Opposed: None Absent: Afshani Abstain: None***

D. Approve ConApp

Motion to approve ConApp by Regina McDuffie Second by Lisa Hellmann

*In Favor: Hellmann, Johnson, Becker-Karscig, McDuffie, Pate, Watts **Opposed: None Absent: Afshani Abstain: None***

CITY HEIGHTS PREP

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E. Approve Prop 28 Arts and Music School Site Expenditure Plan

Motion to approve Prop 28 Arts and Music School Site Expenditure Plan by Dr. Lisbeth Johnson, Second by Lisa Hellmann

In Favor: Hellmann, Johnson, Becker-Karscig, McDuffie, Pate, Watts **Opposed:** None **Absent:** Afshani **Abstain:** None

F. Approve expenditures in excess of \$10,000.00

1. CharterSAFE Agreement

Motion to approve CharterSAFE agreement by Michael Watts, Second by Regina McDuffie

In Favor: Hellmann, Johnson, Becker-Karscig, McDuffie, Pate, Watts **Opposed:** None **Absent:** Afshani **Abstain:** None

2. Measure Education Agreement

Motion to approve Measure Education agreement by Michael Watts, Second by Regina McDuffie

In Favor: Hellmann, Johnson, Becker-Karscig, McDuffie, Pate, Watts **Opposed:** None **Absent:** Afshani **Abstain:** None

3. San Diego Unified School District Operations Agreement

Motion to approve San Diego Unified School District Operations Agreement by Michael Watts, Second by Regina McDuffie

In Favor: Hellmann, Johnson, Becker-Karscig, McDuffie, Pate, Watts **Opposed:** None **Absent:** Afshani **Abstain:** None

4. Meals Agreement

ITEM WITHDRAWN BY STAFF

5. Specialized Therapy Services Master Contract

Motion to approve Specialized Therapy Services Master Contract by Michael Watts, Second by Regina McDuffie

In Favor: Hellmann, Johnson, Becker-Karscig, McDuffie, Pate, Watts **Opposed:** None **Absent:** Afshani **Abstain:** None

6. Subjects Technologies, Inc

Motion to approve Subjects Technologies, Inc agreement by Michael Watts, Second by Regina McDuffie

In Favor: Hellmann, Johnson, Becker-Karscig, McDuffie, Pate, Watts **Opposed:** None **Absent:** Afshani **Abstain:** None

7. Contracts for Kitchen Remodeling

Motion to approve kitchen remodeling contract with American Development Construction by Michael Watts, Second by Regina McDuffie

In Favor: Hellmann, Johnson, Becker-Karscig, McDuffie, Pate, Watts **Opposed:** None **Absent:** Afshani **Abstain:** None

CITY HEIGHTS PREP

CHARTER SCHOOL

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8. Southern Cal Telecom

Motion to approve Southern Cal Telecom agreement by Michael Watts, Second by Regina McDuffie

In Favor: Hellmann, Johnson, Becker-Karscig, McDuffie, Pate, Watts **Opposed:** None

Absent: Afshani **Abstain:** None

G. Review 2023 – 24 LCAP Annual Update

H. Review 2024-25 LCAP and LCFF Budget Overview for parents

I. Review Local Indicators

J. Review and Approve revised Employee Handbook

Motion to approve revised Employee Handbook by Michael Watts, Second by Lisa Hellmann

In Favor: Hellmann, Johnson, Becker-Karscig, McDuffie, Pate, Watts **Opposed:** None **Absent:**

Afshani **Abstain:** None

K. Review and Approve revised Parent/Student Handbook

ITEM WITHDRAWN BY STAFF

L. Review and Approve revised Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy

Motion to approve revised Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy by Michael Watts, Second by Lisa Hellmann

In Favor: Hellmann, Johnson, Becker-Karscig, McDuffie, Pate, Watts **Opposed:** None **Absent:**

Afshani **Abstain:** None

M. Review and Approve 2024-25 Middle and High School Minutes

Motion to approve 2024-25 Middle and High School Minutes by Michael Watts, Second by Amie Becker-Karscig

In Favor: Hellmann, Johnson, Becker-Karscig, McDuffie, Pate, Watts **Opposed:** None **Absent:**

Afshani **Abstain:** None

N. Review and Approve 2024-25 School Calendar

Motion to approve 2024-25 school calendar by Michael Watts, Second by Regina McDuffie

In Favor: Hellmann, Johnson, Becker-Karscig, McDuffie, Pate, Watts **Opposed:** None **Absent:**

Afshani **Abstain:** None

O. Review and Approve Declaration of Need for 2024-25 School Year

Motion to approve declaration of need for 2024-25 school year by Regina McDuffie, Second by Michael Watts

In Favor: Hellmann, Johnson, Becker-Karscig, McDuffie, Pate, Watts **Opposed:** None **Absent:**

Afshani **Abstain:** None

P. Review revised Course Catalog

CITY HEIGHTS PREP

CHARTER SCHOOL

Minutes

Special Board Meeting

Thursday, June 6, 2024

10:00 AM

4260 54th Street, San Diego, CA, 92115

Adjourn regular session at 12:20 p.m.

Open closed session at 12:20 p.m.

VII. Closed Session Pursuant to Ralph M. Brown Act Section 54956.8

1. Real Property Negotiations Discussions

Adjourn closed session at 12:31 p.m.

Open regular session at 12:31 p.m.

VIII. Review of Comparable Data for Charter School Directors/CEOs

IX. Public Announcement of Reasons for Closed Session

Adjourn regular session at 12:31 p.m.

Open regular session at 12:32 p.m.

X. Closed Session Pursuant to Ralph M. Brown Act Section 54957

1. Public Employee Performance Evaluation

Title: School Director

Adjourn closed session at 12:57 p.m.

Open regular session at 12:57 p.m.

XI. Public Announcement of Reasons for Closed Session

ITEM WITHDRAWN BY STAFF

XII. Closed Session Pursuant to Ralph M. Brown Act Section 54957

1. Public Employment

Title: School Director

ITEM WITHDRAWN BY STAFF

XIII. Announcement of Compensation Paid to School Director

XIV. Approval of School Director Employment Agreement

Motion to approve school director employment agreement by Michael Watts, Second by Regina McDuffie

In Favor: Hellmann, Johnson, Becker-Karscig, McDuffie, Pate, Watts **Opposed:** None **Absent:** Afshani

Abstain: None

CITY HEIGHTS PREP

CHARTER SCHOOL

Minutes

Special Board Meeting

Thursday, June 6, 2024

10:00 AM

4260 54th Street, San Diego, CA, 92115

XV. Board Business

1. Schedule 2024 – 25 Board Meetings

XVI. Adjournment

Motion to adjourn meeting by Michael Watts at 1:00 p.m.

I certify that these minutes are the official minutes of the meeting of the Board of Directors, which was held on June 6, 2024.

School Director

CITY HEIGHTS PREP

CHARTER SCHOOL

Minutes

Regular Board Meeting

Friday, June 7, 2024

10:00 AM

4260 54th Street, San Diego, CA, 92115

Members Present: Dr. Lisbeth Johnson, Regina McDuffie, Joanne Pate, Amie Becker-Karscig

Members Absent: Michael Watts, Lisa Hellmann, Joanna Afshani

Guest: None

Staff: Dr. Elias Vargas, Dr. Merdin Mohammed

I. Call to Order

Meeting called to order by Regina McDuffie at 10:00 a.m.

II. Public Comment

No Public Comments

III. Approval of Agenda

Motion to approve agenda by Regina McDuffie, Second by Dr. Lisbeth Johnson

In Favor: Johnson, Becker-Karscig, McDuffie, Pate **Opposed:** None **Absent:** Afshani, Hellmann, Watts **Abstain:** None

IV. Discussion/Action Items

A. Approve 2023 – 24 LCAP Annual Update

Motion to approve 2023-24 LCAP Annual Update by Regina McDuffie, Second by Amie Becker-Karscig

In Favor: Johnson, Becker-Karscig, McDuffie, Pate **Opposed:** None **Absent:** Afshani, Hellmann, Watts **Abstain:** None

B. Approve 2024 -25 LCAP and LCFF Budget Overview for Parents

Motion to approve 2024-25 LCAP and LCFF Budget Overview for Parents by Regina McDuffie, Second by Amie Becker-Karscig

In Favor: Johnson, Becker-Karscig, McDuffie, Pate **Opposed:** None **Absent:** Afshani, Hellmann, Watts **Abstain:** None

C. Approve Local Indicators

Motion to approve Local Indicators by Regina McDuffie, Second by Amie Becker-Karscig

In Favor: Johnson, Becker-Karscig, McDuffie, Pate **Opposed:** None **Absent:** Afshani, Hellmann, Watts **Abstain:** None

V. Adjournment

Motion to adjourn meeting by Regina McDuffie at 10:03 a.m.

I certify that these minutes are the official minutes of the meeting of the Board of Directors, which was held on June 7, 2024.

School Director

City Heights Prep Charter

Financial Update
September 6, 2024

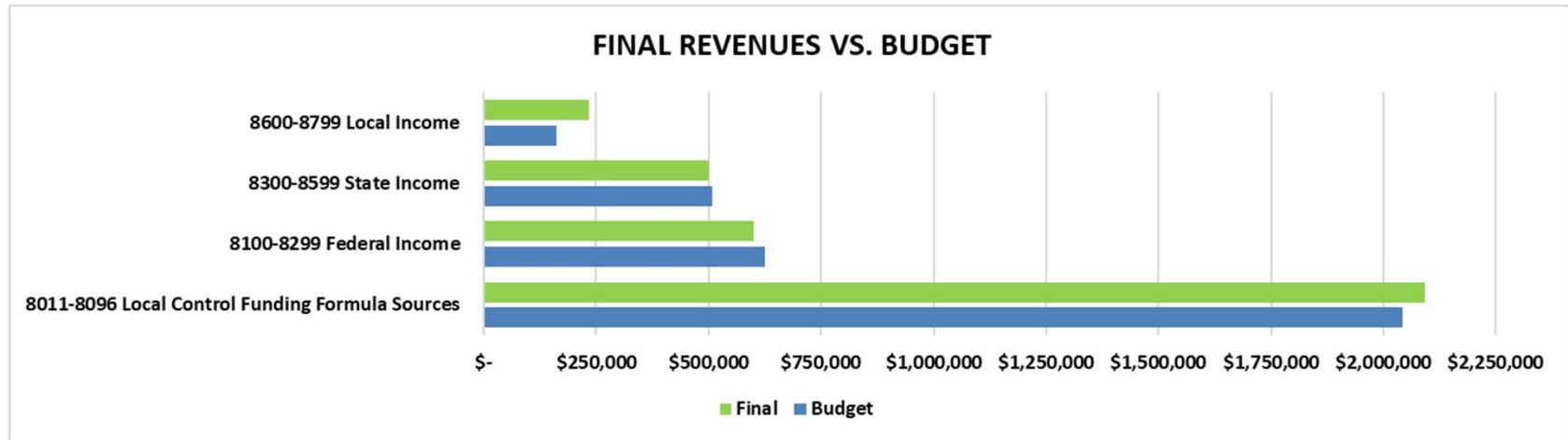
Prepared by McKeon CPAs Inc.

Presentation Agenda

- City Heights Prep FY 2023-24
Financial Highlights
- FY23-24 Unaudited Actuals

City Heights Prep FY23-24 Financial Highlights

City Heights Prep FY23-24 Revenue



Final FY23-24 Revenues totaled \$3,426,146 which is an increase of \$90,279 (3%) from budgeted revenue of \$3,335,868.

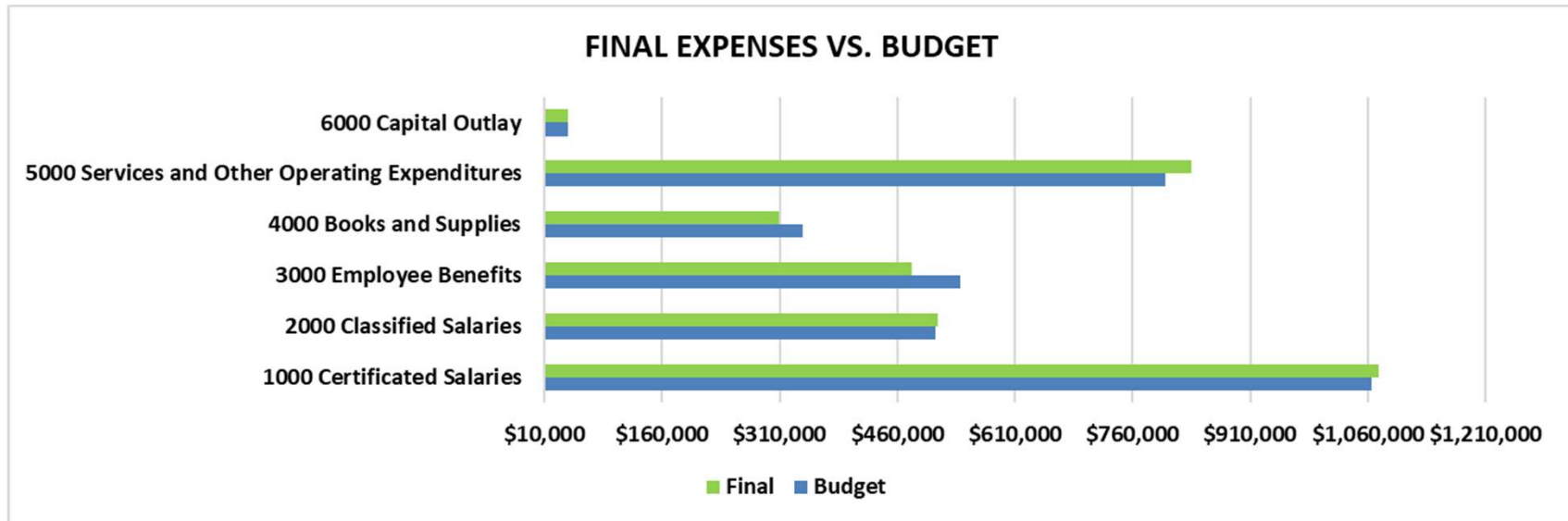
- LCFF Revenue (8011-8096)-\$51,419 increase due to final P2 ADA above the second interim budget
- Federal Revenue (8100-8299)-\$26,740 decrease mainly due to child nutrition reimbursement costs coming in lower than budget, offset by increase in Title III Funds
- State Revenue (8300 8599)-\$7,491 decrease due to carry over of unspent CCSPG Grant funds, offset by increase in SB740 facility grant reimbursement for maintenance and repair costs
- Local Revenue (8600 8799)-\$73,090 increase due to interest from Treasury Account and scholarship donations

Final FY23-24 Revenue Variances

		2023-24 SECOND INTERIM BUDGET	2023-24 UNAUDITED ACTUALS	\$ VARIANCE FROM BUDGET	% VARIANCE FROM BUDGET	Comments
8011	Local Control Funding Formula	799,738	694,302	-105,436	-13%	Decrease offset by increase in Property Taxes
8096	In Lieu of Property Taxes	1,217,958	1,368,443	150,485	12%	Increase in property tax revenue due to P2 ADA/shift from LCFF sources
8294	Title III, LEP, Immigrant	10,032	19,998	9,966	99%	Received Title III Immigrant funds/Additional Title III for consortium members
8560	State Lottery Revenue	36,301	52,245	15,943	44%	Increase in final funding rate
8591	SB740	143,101	170,056	26,955	19%	Eligible for Other Costs Reimbursements through grant
8599	All Other State Revenues	256,629	216,802	-39,826	-16%	Carryover of unspent CA Community Schools Grant
8660	Interest / Dividend Income	20,537	63,590	43,053	210%	Interest from treasury
8670	Donations	3,498	19,367	15,869	454%	Scholarship donations and other misc. school donations

Table includes budget variances over 10% and \$5,000

City Heights Prep FY23-24 Expenses



Final FY23-24 expenses totaled \$3,245,893 which is a decrease of \$47,733 (1%) from budgeted expenses.

- Certificated Salaries (1000-1999)-\$8,715 overall increase due to extra duty for summer school
- Employee Benefits (3000-3999)- \$61,850 decrease due savings in STRS (stipends paid not STRS eligible), Worker's Compensation and sick payouts
- Books and Supplies (4110-4999)- \$29,874 decrease for final district meal costs
- Services and Other Operating (5000-5900)- \$32,394 overall increase due to plumbing repairs and scholarships awarded

Final FY23-24 Expense Variances

		2023-24 SECOND INTERIM BUDGET	2023-24 UNAUDITED ACTUALS	\$ VARIANCE FROM BUDGET	% VARIANCE FROM BUDGET	COMMENTS
1175	Teachers' Salaries - Stipend/Extra Duty	65,520	77,462	11,942	18%	Extra duty worked for Summer School
2100	Instructional Aide Salaries	157,519	138,023	-19,496	-12%	Unfilled AVID Tutor and T/A position
2300	Classified Supervisor and Administrator Salaries	131,500	144,637	13,137	10%	Extra duty worked for Summer School
3601	Worker Compensation	21,846	12,789	-9,057	-41%	Decrease in Worker's comp rate
3902	Other Benefits	32,374	0	-32,374	-100%	Sick payouts recorded in accounts 2100/2400 (\$1,643)
4110	Approved Textbooks and Core Curriculum Materials	18,011	23,951	5,940	33%	Purchased AP Psychology textbooks
4310	Student Materials	18,991	13,556	-5,435	-29%	Decrease in classroom materials

Table includes budget variances over 10% and \$5,000

Final FY23-24 Expense Variances

		2023-24 SECOND INTERIM BUDGET	2023-24 UNAUDITED ACTUALS	\$ VARIANCE FROM BUDGET	% VARIANCE FROM BUDGET	COMMENTS
4390	Other Supplies	11,814	23,391	11,577	98%	Student events, graduation, student store
4410	Non Capitalized Equipment- Technology	54,608	49,029	-5,579	-10%	Decrease in final tech costs
4700	Food and Food Supplies	184,860	149,045	-35,815	-19%	Decrease in SDUSD meal costs
5210	Professional Development	27,500	17,342	-10,158	-37%	Decrease in teacher induction costs and other misc PD costs
5630	Vendor Repairs	15,000	43,205	28,205	188%	Plumbing Repairs
5812	Field Trips/Pupil Transportation	34,100	40,571	6,471	19%	College Fieldtrip
5850	Non Instructional consultants	12,600	4,574	-8,026	-64%	Did not hire marketing consultant and did not need appraisal completed

Table includes budget variances over 10% and \$5,000

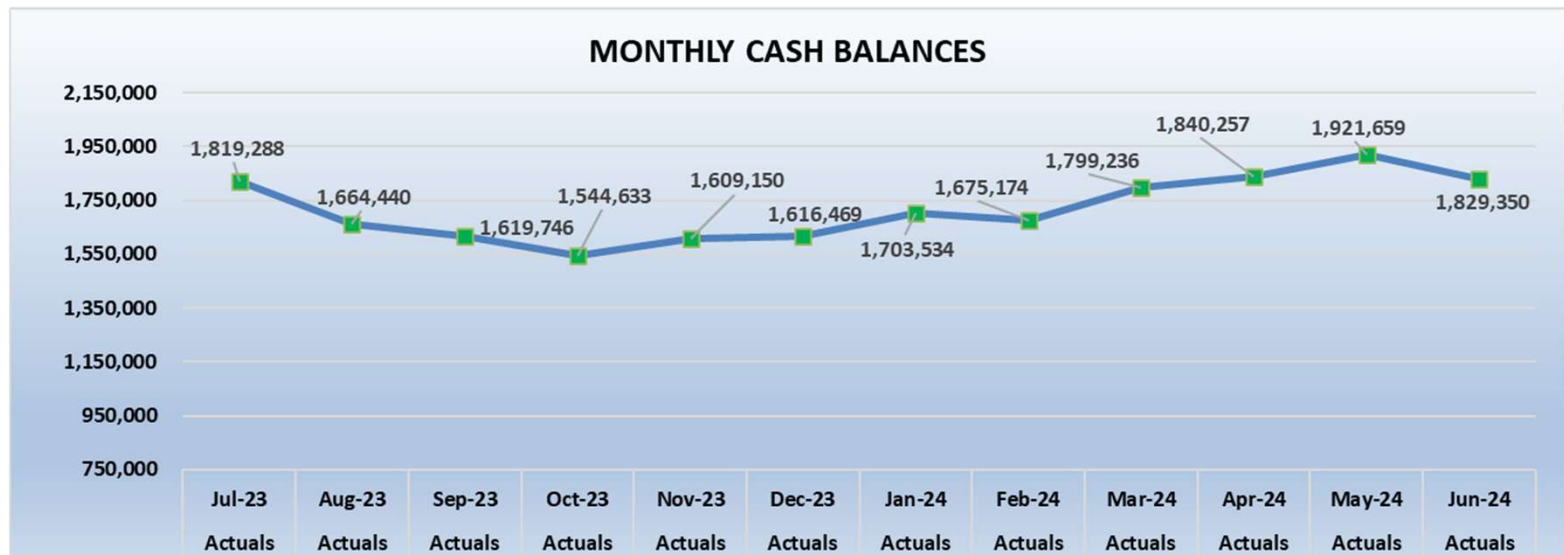
City Heights Prep

Final FY23-24 Budget Vs. Actuals

	2023-24 SECOND INTERIM BUDGET	2023-24 FINAL	(\$) DIFFERENCE	(%) DIFFERENCE	Descriptions/Explanations
Enrollment	155	159			
ADA	144.15	146.65			
ADA %	93.00%	93.00%			
Total 8011-8096 LCFF Revenue	2,041,154	2,092,573	\$ 51,419	3%	Increase in final P2 ADA from Budget
Total 8100-8299 Federal Revenue	626,123	599,383	\$ (26,740)	-4%	Decrease in Child Nutrition reimbursements/Received Title III Immigrant funds
Total 8300-8599 Other State Revenue	507,944	500,453	\$ (7,491)	-1%	Carryover of unspent CA Community Schools Partnership Grant Funds
Total 8600-8799 Other Local Revenue	160,647	233,737	\$ 73,090	45%	Interest earned from Treasury Account and scholarship donations
TOTAL INCOME	\$ 3,335,868	\$ 3,426,146	\$ 90,279	3%	
% Change from prior year	17%	3%			
Total 1000 Certificated Salaries	\$ 1,064,258	\$ 1,072,974	\$ 8,715	1%	Extra duty worked for summer school
Total 2000 Classified Salaries	\$ 508,868	\$ 511,210	\$ 2,341	0%	
Total 3000 Employee Benefits	\$ 539,661	\$ 477,810	\$ (61,850)	-11%	Decrease in STRS, Worker's Comp and sick payouts from budget
Total 4000 Supplies	\$ 339,119	\$ 309,245	\$ (29,874)	-9%	Decrease in district meals expense
Total 5000 Services and Other Operating Expenditures	\$ 801,660	\$ 834,594	\$ 32,934	4%	Increase due to plumbing repairs and scholarships awarded
Total 6000 Capital Outlay	\$ 40,060	\$ 40,060	\$ -	0%	
TOTAL EXPENSE	\$ 3,293,626	\$ 3,245,893	\$ (47,733)	-1%	
% Change from prior year	18%	-1%			
SURPLUS/(DEFICIT)	\$ 42,241	\$ 180,253			
% Change from prior year	-48%	327%			
BEGINNING FUND BALANCE	\$ 1,484,463	\$ 1,484,463			
AUDIT ADJUSTMENT	\$ (44,811)	\$ (44,811)			
ENDING FUND BALANCE	\$ 1,481,893	\$ 1,619,905			
RESERVE (AS % OF EXPENSES)	45%	50%			
			\$ 138,012	327%	

Cashflow as June 30, 2024

- June 30th ending cash balance \$1,829,350
- 205 days of cash on hand
- \$691,390 of deferred revenue included in ending cash balance for restricted federal and state revenues received and not yet spent
- \$547,032 of accounts receivable relating to revenue earned in FY23-24 to be received in FY24-25



Fund Balance/Net Assets

- \$1,619,905 ending fund balance/net assets of June 30, 2024
- 50% reserve rate as percentage of expenses
- \$1,940 of ending fund balance/net assets are temporarily restricted for the purposes as follows:

Summary of Temporarily Restricted Net Assets	Ending FY23-24
Classified School Employee Block Grant	\$ 1,860.00
Scholarships	\$ 80.00
	<hr/>
	\$ 1,940.00

Balance Sheet as of June 30, 2024

BALANCE SHEET	2022-23 FINAL	Actuals Jun-24	(\$) Change from FY 2022-23	(%) Change from FY 2022-23
ASSETS				
Cash	1,757,408	1,829,350	71,942	4%
Accounts Receivable	15,675	38,264	22,589	144%
Due From Grantor Governments	377,049	508,775	131,726	35%
Prepaid Expenses	41,131	76,637	35,506	86%
Capital Assets, Net of Accum Depreciation	328,098	228,287	(99,811)	-30%
Other Assets	6,073	6,073	-	0%
TOTAL ASSETS	\$ 2,525,435	\$ 2,687,387	\$ 161,952	6%
LIABILITIES				
Accounts Payable	148,537	163,703	15,167	10%
Payoll Liabilities	55,139	60,075	4,936	9%
Due to Others			-	0%
Deferred Revenue	584,394	691,391	106,997	18%
Lease Liabilty	252,902	125,943	(126,959)	0%
TOTAL LIABILITIES	\$ 1,040,972	\$ 1,041,112	\$ 141	0%
NET ASSETS				
Beginning Fund Balance	1,403,098	1,484,463	81,365	6%
Audit Adjustment		(44,811)		
Net Income/(Loss)	81,365	180,253	98,888	0%
TOTAL NET ASSETS	\$ 1,484,463	\$ 1,619,905	\$ 180,253	12%
TOTAL NET ASSETS & LIABILITIES	\$ 2,525,435	\$ 2,661,017	\$ 180,394	7%

**CITY HEIGHTS PREPARATORY CHARTER SCHOOL
BUDGET VS. ACTUAL
FOR THE PERIOD ENDED JUNE 30, 2024:**

Year to Date FINAL 2023-24	Board Approved Budget 2023-24	Budget \$ Variance 2023-24	% Budget Variance 2023-24
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REVENUE

8011-8096 Local Control Funding Formula Sources				
8011 Local Control Funding Formula	694,302	799,738	(105,436)	-13% <i>Decrease offset by increase in Property Taxes</i>
8012 Education Protection Act EPA	29,828	29,330	498	2%
8019 Charter Schools General Purpose - Prior Year	-	(5,872)	5,872	-100%
8096 In Lieu of Property Taxes	1,368,443	1,217,958	150,485	12% <i>Increase in property tax revenue due to P2 ADA/shift from LCFF sources</i>
Total 8011-8096 Local Control Funding Formula Sources	2,092,573	2,041,154	51,419	3% <i>Increase in P2 ADA from budget</i>
8100-8299 Federal Income				
8181 Federal Special Education (IDEA) Part B, Sec 611	22,667	20,700	1,967	10%
8182 Special Ed: IDEA Mental Health	1,709	-	1,709	0%
8220 Child Nutrition Programs - Federal	160,343	201,355	(41,013)	-20% <i>Decrease in federal meal reimbursements/offset by decrease in meal costs</i>
8291 Title I, A Basic Grants Low-Income	56,240	56,224	16	0%
8292 Title II, A Teacher Quality	6,046	5,969	77	1%
8294 Title III, LEP, Immigrant	19,998	10,032	9,966	99% <i>Received Title III Immigrant funds/Additional Title III for consortium members</i>
8295 Title IV, Part A	10,000	10,000	-	0%
8297 All Other Federal Revenue	322,381	321,843	538	0%
Total 8100-8299 Federal Income	599,383	626,123	(26,740)	-4%
8300-8599 State Income				
8311 Special Ed - AB602	-	-	-	0%
8319 State Revenue- Prior Years	559	-	559	0%
8520 Child Nutrition - State	43,893	55,094	(11,201)	-20% <i>Decrease in state meal reimbursements/offset by decrease in meal costs</i>
8550 Mandated Block Grant	-	-	-	0%
8560 State Lottery Revenue	52,245	36,301	15,943	44% <i>Increase in final funding rate</i>
8590 Mandated Block Grant	4,952	4,952	-	0%
8591 SB740	170,056	143,101	26,955	19% <i>Eligible for Other Costs Reimbursements through grant</i>
8592 Mental Health-SPED	11,946	11,867	79	1%
8599 All Other State Revenues	216,802	256,629	(39,826)	-16% <i>Carryover of unspent CA Community Schools Grant</i>
Total 8300-8599 State Income	500,453	507,944	(7,491)	-1%
8600-8799 Local Income				
8660 Interest / Dividend Income	63,590	20,537	43,053	210% <i>Interest from treasury</i>
8662 Net Increase (Decrease) in Fair Value of Investments	18,443	-	18,443	0% <i>Reversal of PY FMV of Treasury adjustment/offset by decrease in FMV of Treasury as of 6/30/24</i>
8690 All Other Local Revenue	-	8,000	(8,000)	-100% <i>COPEs grant not received</i>
8698 Grants	-	-	-	0%
8699 Fundraising	-	-	-	0%
8670 Donations	19,367	3,498	15,869	454% <i>Scholarship donations and other misc. school donations</i>
8792 Transfers of Apportionments - Special Ed	132,338	128,612	3,726	3%
Total 8600-8799 Local Income	233,737	160,647	73,090	45%
TOTAL REVENUE	\$ 3,426,146	\$ 3,335,868	\$ 90,279	3%

EXPENSES

1000 Certificated Salaries				
1110 Teachers' Salaries	623,753	630,098	6,345	1%
1175 Teachers' Salaries - Stipend/Extra Duty	77,462	65,520	(11,942)	-18% <i>Extra duty worked for Summer School</i>
1200 Certificated Pupil Support Salaries	94,423	94,416	(7)	0%
1300 Certificated Supervisor and Administrator Salaries	208,008	198,549	(9,460)	-5% <i>Extra duty worked for Summer School</i>
1900 Other Certificated Salaries	69,327	75,675	(6,348)	8%
Total 1000 Certificated Salaries	1,072,974	1,064,258	(8,715)	-1%
2000 Classified Salaries				
2100 Instructional Aide Salaries	138,023	157,519	19,496	12% <i>Unfilled AVID Tutor and T/A position</i>
2200 Classified Support Salaries	61,882	60,802	(1,081)	-2%
2300 Classified Supervisor and Administrator Salaries	144,637	131,500	(13,137)	-10% <i>Extra duty worked for Summer School</i>
2400 Clerical/Technical/Office Staff Salaries	166,667	159,048	(7,620)	-5% <i>Bonus</i>
2900 Other Classified Salaries	-	-	-	0%
Total 2000 Classified Salaries	511,210	508,868	(2,341)	0%
3000 Employee Benefits				
3101 STRS - State Teachers Retirement System	186,608	203,273	16,666	8% <i>Stipends paid not STRS creditable</i>
3102 PERS - Public Employee Retirement System	-	-	-	0%
3301 OASDI - Social Security	32,483	31,550	(933)	-3%
3331 MED - Medicare	22,786	22,626	(160)	-1%
3401 H&W - Health & Welfare	194,889	196,647	1,758	1%
3501 SUI - State Unemployment Insurance	3,686	4,186	500	12%
3601 Worker Compensation	12,789	21,846	9,057	41% <i>Decrease in Worker's comp rate</i>
3901 403B	24,570	27,158	2,588	10%
3902 Other Benefits	-	32,374	32,374	100% <i>Sick payouts recorded in accounts 2100/2400 (\$1,643)</i>
Total 3000 Employee Benefits	477,810	539,661	61,850	11%
4000 Books and Supplies				
4110 Approved Textbooks and Core Curriculum Materials	23,951	18,011	(5,940)	-33% <i>Purchased AP Psychology textbooks</i>
4210 Books and Other Reference Materials	1,516	2,000	484	24%
4310 Student Materials	13,556	18,991	5,435	29% <i>Decrease in classroom materials</i>
4320 Uniforms	-	-	-	0%
4350 Office Supplies	8,986	9,215	229	2%
4370 Custodial Supplies	11,946	14,965	3,019	20%
4390 Other Supplies	23,391	11,814	(11,577)	-98% <i>Student events, graduation, student store</i>
4391 Food (Non Nutrition Program)	7,450	2,500	(4,950)	-198% <i>Student incentives, PD food</i>
4410 Non Capitalized Equipment-Technology	49,029	54,608	5,579	10% <i>Decrease in final tech costs</i>
4420 Non Capitalized Equipment-Furniture, Equipment	20,375	22,155	1,780	8%
4700 Food and Food Supplies	149,045	184,860	35,815	19% <i>Decrease in SDUSD meal costs</i>
Total 4000 Supplies	309,245	339,119	29,874	9%
5000 Services and Other Operating Expenditures				
5100 Subagreements for Services	-	-	-	0%
5200 Travel and Conferences	16,412	14,121	(2,291)	-16%
5210 Professional Development	17,342	27,500	10,158	37% <i>Decrease in teacher induction costs and other misc PD costs</i>
5300 Dues and Memberships	14,897	14,747	(149)	-1%
5450 General Insurance	34,025	29,420	(4,605)	-16%
5500 Operation and Housekeeping Services	85,641	91,938	6,297	7%
5610 Rent - Facilities / Buildings / Space	200,551	205,555	5,003	2%
5620 Equipment Lease	5,379	3,934	(1,445)	-37%
5630 Vendor Repairs	43,205	15,000	(28,205)	-188% <i>Plumbing Repairs</i>
5812 Field Trips/Pupil Transportation	40,571	34,100	(6,471)	-19% <i>College Fieldtrip</i>
5820 Legal Fees	9,721	7,564	(2,157)	-29%
5825 Audit Fees	7,400	8,107	707	9%
5830 Advertisement / Recruitment	1,067	5,000	3,933	79%
5850 Non Instructional consultants	4,574	12,600	8,026	64% <i>Did not hire marketing consultant and did not need appraisal completed</i>
5851 Instructional consultants	105,695	102,855	(2,840)	-3%
5853 Back Office Support	93,307	90,590	(2,717)	-3%
5860 Software Licenses	84,240	79,802	(4,438)	-6%
5880 District Oversight Fee	22,931	20,412	(2,520)	-12%

**CITY HEIGHTS PREPARATORY CHARTER SCHOOL
 BUDGET VS. ACTUAL
 FOR THE PERIOD ENDED JUNE 30, 2024:**

	Year to Date FINAL 2023-24	Board Approved Budget 2023-24	Budget \$ Variance 2023-24	% Budget Variance 2023-24	
5885 El Dorado Admin Fee	4,650	4,479	(171)	-4%	
5890 Other Fees / Bank Charges /Credit Card Fees	12,549	12,000	(549)	-5%	
5895 Student Scholarships	10,000	-	(10,000)	0%	Scholarship funds awarded
5897 Fundraising Cost	-	-	-	0%	
5900 Communications	20,436	21,936	1,500	7%	
Total 5000 Services and Other Operating Expenditures	834,594	801,660	(32,934)	-4%	
6000 Capital Outlay					
6900 Depreciation Expense	40,060	40,060	(0)	0%	
Total 6000 Capital Outlay	40,060	40,060	(0)	0%	
TOTAL EXPENSE	3,245,893	3,293,626	47,733	1%	
	-	-	-	-	
CHANGE IN NET ASSETS	180,253	42,241			
	-	-	-	-	
NET ASSETS, BEGINNING OF PERIOD	1,484,463	1,484,463			
AUDIT ADJUSTMENT	(44,811)	(44,811)			
NET ASSETS, END OF PERIOD	\$ 1,619,905	\$ 1,481,893			
	\$	\$			
RESERVE AS % OF ANNUAL EXPENSES	50%	45%			

**CITY HEIGHTS PREPARATORY CHARTER SCHOOL
CASHFLOW PROJECTIONS
FISCAL YEAR 2023-24**

Number of months remaining in FY 12 11 10 9 8 7 6 5 4 3 2 1

Enrollment 158.00
ADA 146.65
Unduplicated Pupil Count % 100%

2024

INCOME

8011-8096 Local Control Funding Formula Sources

BUDGET 2023-24	PRIOR YEAR P-2							P-1				P-2	
	Actuals Jul-23	Actuals Aug-23	Actuals Sep-23	Actuals Oct-23	Actuals Nov-23	Actuals Dec-23	Actuals Jan-24	Actuals Feb-24	Actuals Mar-24	Actuals Apr-24	Actuals May-24	Actuals Jun-24	
8011 Local Control Funding Formula	799,738	35,360	35,360	63,648	63,648	63,648	63,648	62,973	62,973	62,973	62,973	53,450	
8012 Education Protection Act EPA	29,330	-	-	6,690	-	6,690	-	-	8,614	-	-	7,834	
8019 Charter Schools General Purpose - Prior Year	(5,872)	-	-	-	-	-	-	(1,174)	4,698	(1,174)	(1,174)	(1,176)	
8096 In Lieu of Property Taxes	1,217,958	-	66,674	133,348	88,899	88,899	88,899	88,899	228,464	114,232	114,232	266,998	
Total 8011-8096 Local Control Funding Formula Sources	\$ 2,041,154	\$ 35,360	\$ 102,034	\$ 203,686	\$ 152,547	\$ 152,547	\$ 159,237	\$ 152,547	\$ 150,698	\$ 304,749	\$ 176,031	\$ 176,031	\$ 327,106

8100-8299 Federal Income

8181 Federal Special Education (IDEA) Part B, Sec 611	20,700	-	-	-	-	-	-	-	-	-	-	22,667	
8182 Special Ed: IDEA Mental Health	-	-	-	-	-	-	-	-	-	-	-	1,709	
8220 Child Nutrition Programs - Federal	201,355	-	-	-	5,709	19,037	35,349	-	26,194	18,025	12,075	43,953	
8291 Title I, A Basic Grants Low-Income	56,224	-	-	-	-	-	36,017	-	-	20,207	-	16	
8292 Title II, A Teacher Quality	5,969	-	-	-	-	-	-	1,492	-	1,492	-	3,062	
8294 Title III, LEP, Immigrant	10,032	-	-	-	-	-	-	2,761	-	5,757	-	11,480	
8295 Title IV Part A	10,000	-	-	-	-	-	-	-	-	2,500	-	7,500	
8297 All Other Federal Revenue	321,843	-	-	-	1,698.45	-	-	-	-	-	-	320,682	
Total 8100-8299 Federal Income	\$ 626,123	\$ -	\$ -	\$ -	\$ 7,407.66	\$ 19,037.01	\$ -	\$ 71,366.33	\$ 4,253.00	\$ 26,194.08	\$ 47,981	\$ 12,075.15	\$ 411,068.94

8300-8599 State Income

8311 Special Ed - AB602	-	-	-	-	-	-	-	-	-	-	-	-	
8319 State Revenue- Prior Years	-	-	-	-	-	-	-	-	-	-	-	559	
8520 Child Nutrition - State	55,094	-	-	-	1,562	10,696	4,183	-	7,193	4,933	3,302	12,023	
8550 Mandated Block Grant	-	-	-	-	-	-	-	-	-	-	-	-	
8560 State Lottery Revenue	36,301	-	-	-	-	-	19,451	-	11,054	-	-	21,740	
8590 Mandated Block Grant	4,952	-	-	-	-	4,952	-	-	-	-	-	-	
8591 SB740	143,101	-	-	-	-	-	-	-	-	-	112,031	58,025	
8592 Mental Health-SPED	11,867	541.00	541.00	974	974	974	974	974	1,148	1,148	1,148	1,402	
8599 All Other State Revenues	256,629	-	-	-	2	-	135,000	-	-	-	-	81,800	
Total 8300-8599 State Income	\$ 507,944	\$ 541.00	\$ 541.00	\$ 974.00	\$ 2,538.35	\$ 16,622.25	\$ 135,974	\$ 24,608.14	\$ 1,148.00	\$ 19,394.49	\$ 6,081.08	\$ 116,481.06	\$ 175,549.79

8600-8799 Local Income

8660 Interest / Dividend Income	20,537	0	0	0	1,134	0	9,217	4,719	0	8,387	4,573	35,559	
8662 Net Increase (Decrease) in Fair Value of Investments	-	44,811	-	-	-	-	-	-	-	-	-	(26,368)	
8670 Donations	3,498	-	-	-	-	1,545	381	1,953	777	250	2,137	9,225	
8792 Transfers of Apportionments - Special Ed	128,612	5,647	5,647	10,165	10,316	10,014	-	20,330	-	24,640	12,320	33,259	
8690 All Other Local Revenue	8,000	-	-	-	-	-	-	-	-	-	-	-	
8698 Grants	-	-	-	-	-	-	-	-	-	-	-	-	
8699 Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	
8999 Prior Year Adjustment	-	-	-	-	-	-	-	-	-	-	-	-	
Total 8600-8799 Local Income	\$ 160,647	\$ 50,458	\$ 5,647	\$ 10,165	\$ 11,450	\$ 11,559	\$ 9,598	\$ 27,002	\$ 777	\$ 33,277	\$ 19,030	\$ 3,098	\$ 51,675

TOTAL INCOME

\$ 3,335,868	\$ 86,359	\$ 108,222	\$ 214,825	\$ 173,943	\$ 199,766	\$ 304,809	\$ 275,523	\$ 156,876	\$ 383,615	\$ 249,123	\$ 307,685	\$ 965,400
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EXPENSE

1000 Certificated Salaries

1110 Teachers' Salaries	630,098	1,507	56,894	59,771	59,771	59,771	59,868	57,178	61,785	59,614	58,386	59,207	30,001
1175 Teachers' Salaries - Stipend/Extra Duty	65,520	168	7,693	684	656	891	19,889	1,595	437	1,322	2,148	2,478	39,500
1200 Certificated Pupil Support Salaries	94,416	2,284	9,509	7,906	8,011	8,011	10,761	8,169	8,011	8,011	8,957	8,011	6,781
1300 Certificated Supervisor and Administrator Salaries	198,549	17,594	19,272	15,299	15,299	15,299	15,299	15,299	15,299	15,299	18,454	15,299	30,299

2023-24 Final	(\$ Budget Variance	(%) Budget Variance
694,302	(105,436)	-13%
29,828	498	2%
-	5,872	-100%
1,368,443	150,485	12%
2,092,573	51,419	3%
22,667	1,967	10%
1,709	1,709	0%
160,343	(41,013)	-20%
56,240	16	0%
6,046	77	1%
19,998	9,966	99%
10,000	-	0%
322,381	538	0%
599,383	(26,740)	-4%
-	-	0%
559	559	0%
43,893	(11,201)	-20%
-	-	0%
52,245	15,943	44%
4,952	-	0%
170,056	26,955	19%
11,946	79	1%
216,802	(39,826)	-16%
500,453	(7,491)	-1%
63,590	43,053	210%
18,443	18,443	0%
19,367	15,869	454%
132,338	3,726	3%
-	(8,000)	-100%
-	-	0%
-	-	0%
-	-	0%
233,737	73,090	45%
\$ 3,426,146	\$ 90,279	3%
623,753	6,345	1%
77,462	(11,942)	-18%
94,423	(7)	0%
208,008	(9,460)	-5%

**CITY HEIGHTS PREPARATORY CHARTER SCHOOL
CASHFLOW PROJECTIONS
FISCAL YEAR 2023-24**

Number of months remaining in FY 12 11 10 9 8 7 6 5 4 3 2 1

Enrollment 158.00
ADA 146.65
Unduplicated Pupil Count % 100%

2024

		PRIOR YEAR P-2							P-1				P-2	2023-24 Final	(\$ Budget Variance	(%) Budget Variance
BUDGET 2023-24		Actuals Jul-23	Actuals Aug-23	Actuals Sep-23	Actuals Oct-23	Actuals Nov-23	Actuals Dec-23	Actuals Jan-24	Actuals Feb-24	Actuals Mar-24	Actuals Apr-24	Actuals May-24	Actuals Jun-24			
1900	Other Certificated Salaries	75,675	2,230	4,540	5,020	3,410	3,010	5,961	9,682	9,252	9,432	9,485	7,306	69,327	6,348	8%
	Total 1000 Certificated Salaries	\$ 1,064,258	\$ 95,598	\$ 88,200	\$ 88,757	\$ 87,382	\$ 108,826	\$ 88,201	\$ 95,214	\$ 93,498	\$ 97,378	\$ 94,480	\$ 113,887	1,072,974	(8,715)	-1%
2000	Classified Salaries															
2100	Instructional Aide Salaries	157,519	15,243	15,740	16,914	15,709	16,944	9,141	6,667	11,867	9,956	10,807	6,154	138,023	19,496	12%
2200	Classified Support Salaries	60,802	8,763	5,372	3,532	5,372	5,372	5,372	5,372	5,237	5,602	5,372	4,947	61,882	(1,081)	-2%
2300	Classified Supervisor and Administrator Salaries	131,500	11,580	14,992	10,958	10,958	10,958	10,958	10,958	10,958	11,821	11,493	17,458	144,637	(13,137)	-10%
2400	Clerical/Technical/Office Staff Salaries	159,048	13,061	13,459	13,830	16,418	16,404	16,017	16,514	15,831	16,865	16,573	10,196	166,667	(7,620)	-5%
2900	Other Classified Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%
	Total 2000 Classified Salaries	\$ 508,868	\$ 48,646	\$ 49,563	\$ 45,235	\$ 48,457	\$ 49,678	\$ 41,488	\$ 39,510	\$ 43,895	\$ 44,243	\$ 44,244	\$ 38,755	511,210	(2,341)	0%
3000	Employee Benefits		2%													
3101	STRS - State Teachers Retirement System	203,273	16,307	16,716	16,827	15,784	16,462	16,651	18,102	17,606	18,299	17,593	12,059	186,608	16,666	8%
3301	OASDI - Social Security	31,550	2,991	3,106	2,836	3,023	3,131	2,613	2,472	2,793	2,788	2,839	2,974	32,483	(933)	-3%
3331	MED - Medicare	22,626	2,077	1,983	1,929	1,956	2,286	1,864	1,939	1,942	2,042	2,000	2,206	22,786	(160)	-1%
3401	H&W - Health & Welfare	196,647	10,070	3,673	20,629	28,349	7,829	13,078	18,876	18,747	15,797	11,047	1,934	194,889	1,758	1%
3501	SUI - State Unemployment Insurance	4,186	181	153	104	158	90	2,036	587	125	117	64	14	3,686	500	12%
3601	Worker Compensation	21,846	1,065	1,066	1,066	2,132	1,066	1,066	1,066	1,066	1,065	-	-	12,789	9,057	41%
3901	403B	27,158	-	-	-	-	-	-	-	6,311	6,568	6,617	5,075	24,570	2,588	10%
3902	Other Benefits	32,374	-	-	-	-	-	-	-	-	-	-	-	-	32,374	100%
	Total 3000 Employee Benefits	\$ 539,661	\$ 32,692	\$ 26,697	\$ 43,391	\$ 51,400	\$ 29,799	\$ 37,310	\$ 43,043	\$ 48,589	\$ 46,676	\$ 40,159	\$ 24,262	477,810	61,850	11%
4000	Books and Supplies															
4110	Approved Textbooks and Core Curriculum Materials	18,011	1,967	16	(108)	132	95	42	5,357	1,000	3,889	1,776	23,951	(5,940)	-33%	
4210	Books and Other Reference Materials	2,000	757	16	695	643	2,763	1,197	618	43	16	159	1,516	484	24%	
4310	Student Materials	18,991	1,130	1,198	1,016	464	81	1,660	1,138	1,023	240	159	13,556	5,435	29%	
4350	Office Supplies	9,215	4	785	1,434	237	675	1,522	770	138	923	367	8,986	229	2%	
4370	Custodial Supplies	14,965	835	811	706	464	81	1,660	175	499	1,253	292	11,946	3,019	20%	
4390	Other Supplies	11,814	967	3,056	2,274	559	57	1,562	2,548	492	2,916	5,961	23,391	(11,577)	-98%	
4391	Food (Non Nutrition Program)	2,500	158	101	560	438	184	104	190	2,809	1,472	1,435	7,450	(4,950)	-198%	
4410	Non Capitalized Equipment- Technology	54,608	27,401	488	221	556	20,942	1,401	-	-	-	(579)	49,029	5,579	10%	
4420	Non Capitalized Equipment- Furniture	22,155	376	13,042	5,265	17,550	18,428	14,040	9,230	14,918	16,673	11,765	20,375	1,780	8%	
4700	Food and Food Supplies	184,860	-	-	-	-	-	-	-	-	-	-	149,045	35,815	19%	
	Total 4000 Supplies	\$ 339,119	\$ 40,088	\$ 21,717	\$ 11,760	\$ 22,003	\$ 20,756	\$ 43,984	\$ 14,066	\$ 23,349	\$ 27,061	\$ 24,003	\$ 48,178	309,245	29,874	9%
5000	Services and Other Operating Expenditures															
5200	Travel and Conferences	14,121	106	3,961	3,145	1,795	15	842	424	2,723	1,890	366	281	16,412	(2,291)	-16%
5210	Professional Development	27,500	11,055	2,609	100	1,643	-	-	64	1,071	-	800	17,342	10,158	37%	
5300	Dues and Memberships	14,747	1,190	5,934	2,452	4,904	1,320	2,452	2,451	2,451	2,451	204	14,897	(149)	-1%	
5450	General Insurance	29,420	7,057	2,452	4,904	2,452	2,451	2,451	2,451	2,451	2,451	204	34,025	(4,605)	-16%	
5500	Operation and Housekeeping Services	91,938	1,897	8,403	8,164	6,702	12,112	4,700	7,628	6,023	8,745	10,642	6,531	85,641	6,297	7%
5610	Rent - Facilities / Buildings / Space	205,555	17,065	17,065	17,312	17,312	17,312	17,312	17,312	17,312	17,312	17,142	11,309	200,551	5,003	2%
5620	Equipment Lease	3,934	183	208	1,281	208	208	722	416	416	861	333	5,379	(1,445)	-37%	
5630	Vendor Repairs	15,000	825	822	394	475	5,206	8,955	1,624	10,750	13,459	695	43,205	(28,205)	-188%	
5812	Field Trips/Pupil Transportation	34,100	620	5,712	1,701	6,240	1,519	178	1,759	20,491	3,352	(1,000)	40,571	(6,471)	-19%	
5820	Legal Fees	7,564	1,853	828	488	195	2,201	358	1,013	1,108	1,108	1,680	9,721	(2,157)	-29%	
5825	Audit Fees	8,107	(1,650)	550	-	-	-	-	-	-	-	8,500	7,400	707	9%	
5830	Advertisement / Recruitment	5,000	934	-	-	-	-	-	104	-	-	-	1,067	3,933	79%	
5850	Non Instructional consultants	12,600	150	694	2,820	120	360	310	-	-	120	-	4,574	8,026	64%	
5851	Instructional consultants	102,855	18,647	12,958	21,936	8,079	10,846	8,435	11,210	2,461	5,199	5,924	105,695	(2,840)	-3%	
5853	Back Office Support	90,590	7,534	7,534	7,534	7,534	7,534	7,534	15,068	7,674	7,674	7,674	93,307	(2,717)	-3%	
5860	Software Licenses	79,802	29,451	21,222	8,881	1,985	2,054	4,853	9,762	2,223	839	677	84,240	(4,438)	-6%	

**CITY HEIGHTS PREPARATORY CHARTER SCHOOL
CASHFLOW PROJECTIONS
FISCAL YEAR 2023-24**

Number of months remaining in FY 12 11 10 9 8 7 6 5 4 3 2 1

Enrollment 158.00
ADA 146.65
Unduplicated Pupil Count % 100%

2024

		PRIOR YEAR P-2						P-1					P-2	
BUDGET 2023-24		Actuals Jul-23	Actuals Aug-23	Actuals Sep-23	Actuals Oct-23	Actuals Nov-23	Actuals Dec-23	Actuals Jan-24	Actuals Feb-24	Actuals Mar-24	Actuals Apr-24	Actuals May-24	Actuals Jun-24	
5880	District Oversight Fee	20,412					2,046	2,046	2,046	2,046	2,046	2,046	10,657	
5885	El Dorado Admin Fee	4,479											4,650	
5890	Other Fees / Bank Charges /Credit Card Fees	12,000	564	654	652	597	905	627	912	570	597	512	5,317	
5895	Student Scholarships	-											10,000	
5900	Communications	21,936	410	1,662	1,608	1,864	2,753	4,178	598	493	1,840	1,665	1,565	
Total 5000 Services and Other Operating Expenditures		\$ 801,660	\$ 72,488	\$ 62,135	\$ 82,653	\$ 65,814	\$ 72,678	\$ 66,187	\$ 67,459	\$ 67,223	\$ 57,794	\$ 78,196	\$ 64,755	\$ 77,211
6000 Capital Outlay														
6900	Depreciation Expense	40,060	3,338	3,338	3,338	3,338	3,338	3,338	3,338	3,338	3,338	3,338	3,338	3,338
Total 6000 Capital Outlay		\$ 40,060	\$ 3,338	\$ 3,338	\$ 3,338	\$ 3,338	\$ 3,338	\$ 3,338	\$ 3,338	\$ 3,338	\$ 3,338	\$ 3,338	\$ 3,338	\$ 3,338
TOTAL EXPENSE		\$ 3,293,626	\$ 180,948	\$ 282,497	\$ 272,169	\$ 258,294	\$ 285,259	\$ 278,585	\$ 281,781	\$ 262,394	\$ 270,463	\$ 296,893	\$ 270,979	\$ 305,632
NET INCOME (LOSS)		\$ 42,241	\$ (94,589)	\$ (174,275)	\$ (57,344)	\$ (84,352)	\$ (85,493)	\$ 26,224	\$ (6,257)	\$ (105,518)	\$ 113,152	\$ (47,770)	\$ 36,707	\$ 659,768

2023-24 Final	(\$ Budget Variance	(%) Budget Variance
22,931	(2,520)	-12%
4,650	(171)	-4%
12,549	(549)	-5%
10,000	(10,000)	0%
20,436	1,500	7%
-	-	0%
834,594	(32,934)	-4%
40,060	(0)	0%
40,060	(0)	0%
-	-	-
\$ 3,245,893	\$ 47,733	1%
180,253	42,546	101%

		PRIOR YEAR P-2						P-1					P-2
		Actuals Jul-23	Actuals Aug-23	Actuals Sep-23	Actuals Oct-23	Actuals Nov-23	Actuals Dec-23	Actuals Jan-24	Actuals Feb-24	Actuals Mar-24	Actuals Apr-24	Actuals May-24	Actuals Jun-24
Beginning Cash Balance		1,757,408	1,819,288	1,664,440	1,619,746	1,544,633	1,609,150	1,616,469	1,703,534	1,675,174	1,799,236	1,840,257	1,921,659
Cash Flow from Operating Activities													
Net Income (Loss)		(94,589)	(174,275)	(57,344)	(84,352)	(85,493)	26,224	(6,257)	(105,518)	113,152	(47,770)	36,707	659,768
Change in Prior Year Accounts Receivable		188,831	-	26,705	20,430	9,471	-	68,706	22,725	-	21,318	-	(512,500)
Change in Current Year Accounts Receivable													
Change in Accounts Payable		14,502	(20,838)	(30,434)	(63,746)	43,611	(33,833)	(1,659)	11,820	(9,366)	(18,698)	15,989	107,819
Change in Current Year Accounts Payable													
Change in Payroll Liabilities		(49,772)	24,758	7,195	8,635	5,458	3,353	6,675	8,040	5,920	7,805	6,278	(29,410)
Change in Prepaid Expenditures		41,131	-	-	-	-	-	-	(5,184)	-	(14,447)	(425)	(56,581)
Change in Deferred Revenue		3,248	12,170	5,846	40,581	88,132	8,236	16,261	36,420	11,017	89,475	19,514	(223,903)
Depreciation Expense		3,338	3,338	3,338	3,338	3,338	3,338	3,338	3,338	3,338	3,338	3,338	3,338
Cash Flow from Investing Activities													
Capital Expenditures													(61,375)
Changes in FMV of Investments													26,368
Cash Flow from Financing Activities													
Source- Sale of Receivables													
Use- Sale of Receivables													
ROU Asset- Facility Lease		-	-	-	-	-	-	-	-	-	-	-	121,126
Facility Lease		-	-	-	-	-	-	-	-	-	-	-	(126,959)
Ending Cash Balance		1,819,288	1,664,440	1,619,746	1,544,633	1,609,150	1,616,469	1,703,534	1,675,174	1,799,236	1,840,257	1,921,659	1,829,350
Total Days Cash on Hand-Total		204	187	114	173	181	181	191	188	202	206	216	205

City Heights Prep Charter School

Statement of Activity

July 2023 - June 2024

	TOTAL
Revenue	
8000 Revenues	
8010 LCFF Sources	
8011 Local Control Funding Formula	694,302.00
8012 Education Protection Account	29,828.00
8019 State Aid- Prior Years	0.00
8096 In Lieu of Property Taxes	1,368,443.00
Total 8010 LCFF Sources	2,092,573.00
8100 Federal Revenue	
8181 Federal Special Education (IDEA) Basic Local Assis	22,667.00
8182 IDEA Mental Health	1,709.00
Total 8181 Federal Special Education (IDEA) Basic Local Assis	24,376.00
8220 Child Nutrition Programs-Federal	160,342.50
8291 Title I, A Basic Grants Low-Income	56,240.00
8292 Title II, A Teacher Quality	6,046.00
8294 Title III, Limited English Proficiency	19,998.00
8295 Title IV, Part A	10,000.00
8297 All Other Federal Revenue	322,380.84
Total 8100 Federal Revenue	599,383.34
8300 State Revenue	
8319 State Revenue - Prior Years	559.45
8520 Child Nutrition-State	43,893.17
8550 Mandated Cost Reimbursements	4,952.00
8560 State Lottery Revenue	52,244.72
8590 California Clean Energy Jobs Act	15,693.00
8591 Charter School Facility Grant (SB740)	170,055.73
8592 Mental Health - SPED	11,945.68
8599 All Other State Revenues	201,109.41
Total 8300 State Revenue	500,453.16
8600 Local Revenue	
8660 Interest Income	63,590.70
8662 Net Increase (Decrease) in the Fair Value of Investments	18,442.57
8670 Donations	19,366.60
8792 Transfers of Apportionment-Special Ed	132,337.81
Total 8600 Local Revenue	233,737.68
Total 8000 Revenues	3,426,147.18
Total Revenue	\$3,426,147.18
GROSS PROFIT	\$3,426,147.18

City Heights Prep Charter School

Statement of Activity

July 2023 - June 2024

	TOTAL
Expenditures	
1000 Certificated Salaries	
1110 Teachers' Salaries	623,752.75
1175 Teacher Salaries- Stipend/ Extra Duty	77,461.93
1200 Certificated Pupil Support Salaries	94,423.11
1300 Certificated Supervisor and Administrator Salaries	208,008.41
1900 Other Certificated Salaries	69,327.41
Total 1000 Certificated Salaries	1,072,973.61
2000 Classified Salaries	
2100 Instructional Aide Salaries	138,022.97
2200 Classified Support Salaries	61,882.35
2300 Classified Supervisor and Administrator Salaries	144,636.84
2400 Clerical/Technical/Office Staff Salaries	166,667.47
Total 2000 Classified Salaries	511,209.63
3000 Employee Benefits	
3101 STRS - State Teachers Retirement System	186,607.56
3301 OASDI - Social Security	32,483.02
3331 MED - Medicare	22,786.39
3401 H&W - Health & Welfare	194,888.67
3501 SUI - State Unemployment Insurance	3,685.68
3601 Worker Compensation	12,789.00
3901 403B	24,569.97
Total 3000 Employee Benefits	477,810.29
4000 Books and Supplies	
4110 Approved Textbooks and Core Curriculum Materials	23,950.98
4210 Books and Other Reference Materials	1,516.10
4310 Student Materials	13,555.52
4350 Office Supplies	8,986.00
4370 Custodial Supplies	11,946.16
4390 Other Supplies	23,391.41
4391 Food (Non Nutrition Program)	7,450.28
4410 Non Capitalized Equipment- Technology	49,028.75
4420 Non Capitalized Equipment-Furniture	20,375.10
4700.7 Food and Food Supplies	149,045.17
Total 4000 Books and Supplies	309,245.47
5000 Services and Other Operating	
5200 Travel and Conferences	16,412.34
5210 Professional Development	17,342.11
5300 Dues and Memberships	14,896.64
5450 General Insurance Administrative	34,025.16
5500 Operation and Housekeeping Services	85,640.89
5610.8 Rent- Facilities Grant (SB740)	200,551.06

City Heights Prep Charter School

Statement of Activity

July 2023 - June 2024

	TOTAL
5620 Equipment Lease	5,379.36
5630 Vendor Repairs	43,204.71
5812 Field Trips/Pupil Transportation	40,571.08
5820 Legal Fees	9,721.00
5825 Audit Fees	7,400.00
5830 Advertisement / Recruitment	1,066.92
5850 Non Instructional Consultants	4,574.47
5851 Instructional Consultants	105,695.44
5853 Back Office Support	93,307.08
5860 Software Licenses	84,239.69
5880 District Oversight Fee	22,931.05
5885 El Dorado Admin Fee	4,650.00
5890 Other Fees / Bank Charges /Credit Card Fees	12,549.48
5895 Student Scholarships	10,000.00
5900 Communications	20,435.58
5999 Suspense Expense	0.00
Total 5000 Services and Other Operating	834,594.06
6000 Capital Outlay	
6900 Depreciation Expense	40,060.20
Total 6000 Capital Outlay	40,060.20
Total Expenditures	\$3,245,893.26
NET OPERATING REVENUE	\$180,253.92
NET REVENUE	\$180,253.92

City Heights Prep Charter School

Statement of Financial Position

As of June 30, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
9111 County Treasury	1,749,194.69
9121 Union Bank	0.00
9122 Union Bank Savings	0.00
9123 U.S Bank Checking - 1584 - 2	69,019.90
9124 U.S Bank Savings - 1158 - 2	5,999.44
9125 U.S. Bank Checking - 1008	4,836.11
9130 Petty Cash	300.00
Total Bank Accounts	\$1,829,350.14
Accounts Receivable	
9200 Accounts Receivable	38,264.16
Total Accounts Receivable	\$38,264.16
Other Current Assets	
9112 Fair Value Adjustment to Cash in County Treasur	-26,368.43
9290 Due from Grantor Governments	508,774.86
9335 Prepaid Expenses	76,637.46
Total Other Current Assets	\$559,043.89
Total Current Assets	\$2,426,658.19
Fixed Assets	
9420 Leasehold Improvements	192,561.40
9425 Accumulated Depreciation- Leasehold Improvements	-144,775.22
9440 Capitalized Furniture and Equipment	7,739.34
9445 Accumulated Depreciation-Furniture and Equipment	-4,127.68
9450 Work in Progress	61,374.75
Total Fixed Assets	\$112,772.59
Other Assets	
9340 Deposits	6,073.44
9461 Right of Use Assets	
9461 ROU Facilities	115,514.00
Total 9461 Right of Use Assets	115,514.00
Total Other Assets	\$121,587.44
TOTAL ASSETS	\$2,661,018.22

City Heights Prep Charter School

Statement of Financial Position

As of June 30, 2024

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
9500 Accounts Payable (A/P)	65,801.29
Total Accounts Payable	\$65,801.29
Other Current Liabilities	
9501 Accounts Payable - Conversion	0.00
9502 Use tax payable	0.00
9505 Accrued Payables	79,762.34
9510 Due to Grantor Government	0.00
9515 Scholarships Payable	18,139.72
9521 Salaries Payable	0.00
9506 SDI - State Disability Insurance	0.00
9511 Federal Taxes Withholding	0.00
9512 State Tax Withholding	0.00
9521.1 Payroll Clearing	0.01
9521.2 Payroll Taxes Clearing	-16.49
9521.3 403b Clearing	0.01
9522 Summer Deferral Salaries Payable	41,512.49
9524 Voluntary Deductions	0.00
9526 STRS Payable	18,578.93
9528 Social Security OASDI	0.00
9529 Medicare	0.00
Total 9521 Salaries Payable	60,074.95
9660 Deferred Revenue	691,390.93
Total Other Current Liabilities	\$849,367.94
Total Current Liabilities	\$915,169.23
Long-Term Liabilities	
9691 9691 Lease Liability-Facilities	125,943.00
Total Long-Term Liabilities	\$125,943.00
Total Liabilities	\$1,041,112.23
Equity	
9791 Beginning Fund Balance	1,484,463.07
9793 Audit Adjustment	-44,811.00
Total 9791 Beginning Fund Balance	1,439,652.07
Opening Balance Equity	0.00
Retained Earnings	0.00
Net Revenue	180,253.92
Total Equity	\$1,619,905.99
TOTAL LIABILITIES AND EQUITY	\$2,661,018.22

City Heights Prep Charter School

Check Detail

May - June, 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
9111 County Treasury						
05/07/2024	Expenditure	676048	San Diego Unified School District	April 2024 Advance	R	-
				April 2024 Advance		24,300.00
						-
						24,300.00
05/09/2024	Expenditure	676296	San Diego Unified School District	676296 March 2024 Food Service Inv 12791	R	-
				676296 March 2024 Food Service Inv 12791		11,765.00
						11,765.00
05/10/2024	Expenditure	676439	San Diego Unified School District	FY23-24 Fees & Services #06	R	-2,045.69
				FY23-24 Fees & Services #06		2,045.69
05/21/2024	Expenditure	677369	San Diego Unified School District	April STRS 2024 Final	R	-3,265.71
				April STRS 2024 Final		-3,265.71
06/07/2024	Expenditure	679184	San Diego Unified School District	May 2024 STRS Advance	R	-
				May 2024 STRS Advance		24,300.00
						-
						24,300.00
06/10/2024	Expenditure	679371	San Diego Unified School District	FY23-24 Fees & Services #07	R	-2,045.69
				FY23-24 Fees & Services #07		2,045.69
06/10/2024	Expenditure	12820	San Diego Unified School District	679379-April Food Service	R	-
				679379-April Food Service		15,730.00
						15,730.00
06/24/2024	Expenditure	680780	San Diego Unified School District	May 2024 STRS Final Payment	R	-2,703.54
				May 2024 STRS Final Payment		-2,703.54
06/25/2024	Expenditure	A005091	CALSTRS	STRS SYSTEM ERROR RECOVERY EMPLOYER SHARE (SERES) SUMMARY 1/1/2023- 6/30/2023	R	-1.21
				STRS SYSTEM ERROR RECOVERY EMPLOYER SHARE (SERES) SUMMARY 1/1/2023- 6/30/2023		1.21
9123 U.S Bank Checking - 1584 - 2						
05/01/2024	Expenditure		FOOD4LESS	ASB snack items	R	-143.50
				ASB snack items		143.50

City Heights Prep Charter School

Check Detail

May - June, 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
05/02/2024	Expenditure		Charter Up LLC	Field Trip Transportation	R	-1,198.39
				Field Trip Transportation		1,198.39
05/02/2024	Expenditure		AMAZON.COM	Office Supplies/ nurse station	R	-31.78
				Office Supplies/ nurse station		31.78
05/03/2024	Expenditure		Einstein Bros Bagels	Bagels for Board Meeting	R	-91.18
				Bagels for Board Meeting		91.18
05/04/2024	Expenditure		PODS Enterprises, LLC	Monthly fees/ portable rental	R	-170.55
				Monthly fees/ portable rental		170.55
05/05/2024	Expenditure		AMAZON.COM	office supplies	R	-20.26
				office supplies		20.26
05/06/2024	Expenditure		FOOD4LESS	snacks for student incentive (testing)	R	-109.40
				snacks for student incentive (testing)		109.40
05/06/2024	Expenditure		Vons	Snacks for Board Meeting	R	-71.64
				Snacks for Board Meeting		71.64
05/06/2024	Expenditure		AMAZON.COM	Teacher appreciation	R	-26.68
				Teacher appreciation		26.68
05/06/2024	Expenditure		Hampton Inn	College field trip stay	R	-1,921.50
				College field trip stay		1,921.50
05/06/2024	Expenditure		AMAZON.COM	Graduation supplies/ carpet	R	-236.89
				Graduation supplies/ carpet		236.89
05/06/2024	Expenditure		AMAZON.COM	office supplies	R	-20.99
				office supplies		20.99
05/07/2024	Expenditure		Home Depot	Facility Repair supplies	R	-32.80
				Facility Repair supplies		32.80
05/07/2024	Expenditure		CVS	Teacher appreciation	R	-89.33
				Teacher appreciation		89.33
05/07/2024	Expenditure		AMAZON.COM	office supplies/ cardstock paper	R	-24.53
				office supplies/ cardstock paper		24.53
05/07/2024	Expenditure		AMAZON.COM	Office supplies/ stapler	R	-17.07

City Heights Prep Charter School

Check Detail

May - June, 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
				Office supplies/ stapler		17.07
05/08/2024	Expenditure		Home Depot	Facility repair supplies	R	-88.78
				Facility repair supplies		88.78
05/08/2024	Expenditure		Nomad Donuts	Teacher appreciation	R	-100.51
				Teacher appreciation		100.51
05/09/2024	Expenditure		AMAZON.COM	office supplies/utensils	R	-22.62
				office supplies/utensils		22.62
05/09/2024	Expenditure		AMAZON.COM	mints for testing	R	-99.30
				mints for testing		99.30
05/09/2024	Expenditure		AMAZON.COM	office supplies/paper plates	R	-32.30
				office supplies/paper plates		32.30
05/09/2024	Expenditure		AMAZON.COM	office supplies/paper plates	R	-65.68
				office supplies/paper plates		65.68
05/10/2024	Expenditure		Garden Fresh	Teacher appreciation	R	-434.07
				Teacher appreciation		434.07
05/10/2024	Expenditure		Zappy Pizza	Pizza student Incentive (testing)	R	-96.87
				Pizza student Incentive (testing)		96.87
05/10/2024	Expenditure		San Diego Padres	Field trip cost	R	-99.00
				Field trip cost		99.00
05/10/2024	Expenditure		AMAZON.COM	Classroom supplies/ markers	R	-50.62
				Classroom supplies/ markers		50.62
05/10/2024	Expenditure		Paychex	Electronic Withdrawal Paychex-hrs	R	-50.00
				Electronic Withdrawal Paychex-hrs		50.00
05/11/2024	Expenditure		AMAZON.COM	Custodial supplies/ toilet paper	R	-106.07
				Custodial supplies/ toilet paper		106.07
05/11/2024	Expenditure		Intuit Quickbooks	Monthly fee subscription	R	-137.60
				Monthly fee subscription		137.60
05/13/2024	Expenditure		Adobe Inc.	Monthly fee subscription	R	-19.99
				Monthly fee subscription		19.99

City Heights Prep Charter School

Check Detail

May - June, 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
05/13/2024	Expenditure		San Diego Padres	Field trip cost	R	-44.00
				Field trip cost		44.00
05/14/2024	Expenditure		Home Depot	Facility Repair supplies	R	-251.66
				Facility Repair supplies		251.66
05/14/2024	Expenditure		HP Instant Ink	Monthly fee subscribtion	R	-5.38
				Monthly fee subscribtion		5.38
05/14/2024	Expenditure		Paychex	Payroll Wages	R	-
						46,130.62
				Payroll Wages		-
						46,130.62
05/14/2024	Expenditure		Paychex	Payroll Taxes	R	-
						13,509.40
				Payroll Taxes		-
						13,509.40
05/15/2024	Expenditure		Prairie Market	Travel lunch	R	-12.72
				Travel lunch		12.72
05/15/2024	Expenditure		The Mayflower, Autograph Hotel	Conference travel stay	R	-28.99
				Conference travel stay		28.99
05/15/2024	Expenditure		Paychex	Paychex Invoice 05/15	R	-217.13
				Paychex Invoice 05/15		217.13
05/16/2024	Expenditure		Zappy Pizza	ASB snack items	R	-77.49
				ASB snack items		77.49
05/16/2024	Expenditure		The Mayflower, Autograph Hotel	conference travel stay	R	-203.96
				conference travel stay		203.96
05/17/2024	Expenditure		Lyft	conference transportation	R	-26.85
				conference transportation		26.85
05/17/2024	Expenditure		Lyft	conference transportation	R	-10.71
				conference transportation		10.71
05/17/2024	Expenditure		Advantage Charter	Field Trip Transportation	R	-1,375.00
				Field Trip Transportation		1,375.00

City Heights Prep Charter School

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DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
05/18/2024	Expenditure		AMAZON.COM	office supplies/ lable maker tap	R	-35.55
				office supplies/ lable maker tap		35.55
05/20/2024	Expenditure		Lyft	conference transportation	R	-18.83
				conference transportation		18.83
05/20/2024	Expenditure		Lyft	conference transportation	R	-20.07
				conference transportation		20.07
05/20/2024	Expenditure		Georgetown Market	Travel snack	R	-11.33
				Travel snack		11.33
05/20/2024	Expenditure		AMAZON.COM	office supplies/ certificate covers	R	-68.93
				office supplies/ certificate covers		68.93
05/21/2024	Expenditure		FOOD4LESS	ASB snack items	R	-191.37
				ASB snack items		191.37
05/21/2024	Expenditure		FOOD4LESS	Student incenstive for map testing	R	-155.50
				Student incenstive for map testing		155.50
05/21/2024	Check	1020	The City of San Diego	Knox box application fee	R	-153.00
				Knox box application fee		153.00
05/21/2024	Expenditure		Adobe Inc.	Monthly fee subscribtion	R	-19.99
				Monthly fee subscribtion		19.99
05/22/2024	Expenditure		Lyft	conference transportation	R	-32.54
				conference transportation		32.54
05/22/2024	Expenditure		Home Depot	Facility Repair supplies	R	-50.53
				Facility Repair supplies		50.53
05/22/2024	Expenditure		AMAZON.COM	office supplies/ certificate paper	R	-16.00
				office supplies/ certificate paper		16.00
05/25/2024	Expenditure		Dropbox	Yearly subscription	R	-199.00
				Yearly subscription		199.00
05/25/2024	Expenditure		Tarjimly	Monthly fee subscribtion	R	-50.00
				Monthly fee subscribtion		50.00
05/28/2024	Expenditure		Home Depot	Facility Repair supplies	R	-86.50

City Heights Prep Charter School

Check Detail

May - June, 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
				Facility Repair supplies		86.50
05/28/2024	Expenditure		AMAZON.COM	Book for library	R	-15.99
				Book for library		15.99
05/29/2024	Expenditure		AMAZON.COM	student incentive	R	-14.93
				student incentive		14.93
05/29/2024	Expenditure		AMAZON.COM	picture frame for board member	R	-14.92
				picture frame for board member		14.92
05/29/2024	Expenditure		AMAZON.COM	Custodial supplies/ toilet paper	R	-186.23
				Custodial supplies/ toilet paper		186.23
05/30/2024	Expenditure		Ace Hardware	Facility Repair supplies	R	-498.20
				Facility Repair supplies		498.20
05/30/2024	Expenditure		Charter Up LLC	Field Trip Transportation	R	-1,664.42
				Field Trip Transportation		1,664.42
05/30/2024	Expenditure		Paychex	Payroll Wages	R	-
						47,355.01
				Payroll Wages		-
						47,355.01
05/30/2024	Expenditure		Paychex	Payroll Taxes	R	-
						13,658.14
				Payroll Taxes		-
						13,658.14
05/31/2024	Expenditure		Paychex	Paychex Invoice 05/31	R	-221.25
				Paychex Invoice 05/31		221.25
05/31/2024	Expenditure		AMAZON.COM	Office supplies	R	-63.83
				Office supplies		63.83
06/02/2024	Expenditure		AMAZON.COM	classroom supplies for art class	R	-53.74
				classroom supplies for art class		53.74
06/02/2024	Expenditure		AMAZON.COM	Carnival supplies	R	-40.90
				Carnival supplies		40.90
06/03/2024	Expenditure		AMAZON.COM	Graduation mic	R	-111.18
				Graduation mic		111.18

City Heights Prep Charter School

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May - June, 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
06/03/2024	Expenditure		AMAZON.COM	office supplies and plaque office supplies and plaque	R	-41.97 41.97
06/04/2024	Expenditure		FOOD4LESS	ASB Snacks ASB Snacks	R	-181.22 181.22
06/04/2024	Expenditure		PODS Enterprises, LLC	Monthly rental fee Monthly rental fee	R	-170.55 170.55
06/04/2024	Expenditure		AMAZON.COM	Printer Ink Printer Ink	R	-177.68 177.68
06/04/2024	Expenditure		AMAZON.COM	Graduation gown Graduation gown	R	-27.99 27.99
06/04/2024	Bill Payment (Check)	1023	Advantage Charter	Field trip transportation	R	-2,825.00 -2,825.00
06/04/2024	Check	1022	Advantage Charter	field trip transportation field trip transportation	R	-1,400.00 1,400.00
06/05/2024	Expenditure		AMAZON.COM	Carnival prizes Carnival prizes	R	-150.78 150.78
06/05/2024	Expenditure		AMAZON.COM	furniture for office furniture for office	R	-298.78 298.78
06/05/2024	Expenditure		Vons	Board meeting snacks Board meeting snacks	R	-32.15 32.15
06/05/2024	Expenditure		Office Depot	office ink office ink	R	-217.03 217.03
06/05/2024	Expenditure		Office Depot	office ink office ink	R	-292.93 292.93
06/05/2024	Expenditure		Einstein Bros Bagels	board mtg bagels board mtg bagels	R	-77.77 77.77
06/05/2024	Expenditure		AMAZON.COM	whiteboard/office supply whiteboard/office supply	R	-182.84 182.84

City Heights Prep Charter School

Check Detail

May - June, 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
06/06/2024	Expenditure		Dollar Tree	carnival raffle table prizes	R	-114.18
				carnival raffle table prizes		114.18
06/06/2024	Expenditure		Wal-mart	Carnival raffle table prizes	R	-73.48
				Carnival raffle table prizes		73.48
06/07/2024	Expenditure		FOOD4LESS	Snacks for Carnival	R	-123.32
				Snacks for Carnival		123.32
06/07/2024	Expenditure		Zappy Pizza	pizza for carnival	R	-58.12
				pizza for carnival		58.12
06/09/2024	Expenditure		Home Depot	facility repair items	R	-51.90
				facility repair items		51.90
06/09/2024	Expenditure		North Park Produce	Staff PD lunch/bbq	R	-30.23
				Staff PD lunch/bbq		30.23
06/10/2024	Expenditure		Northgate	Staff PD food	R	-236.63
				Staff PD food		236.63
06/10/2024	Expenditure		EZ Cater	Senior breakfast	R	-350.25
				Senior breakfast		350.25
06/10/2024	Expenditure		AMAZON.COM	Graduation Gown	R	-31.22
				Graduation Gown		31.22
06/10/2024	Expenditure		AMAZON.COM	Graduation balloons	R	-51.87
				Graduation balloons		51.87
06/10/2024	Expenditure		CTR Institue	Workshop for refugees and trauma	R	-186.10
				Workshop for refugees and trauma		186.10
06/11/2024	Expenditure		Vons	Bonfire for Seniors	R	-119.64
				Bonfire for Seniors		119.64
06/11/2024	Expenditure		Sprouts	Bonfire for senior class	R	-20.06
				Bonfire for senior class		20.06
06/11/2024	Expenditure		Intuit Quickbooks	Monthly charge/subscription	R	-137.60
				Monthly charge/subscription		137.60
06/12/2024	Expenditure		Vons	graduation flowers	R	-123.87

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Check Detail

May - June, 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
				graduation flowers		123.87
06/13/2024	Expenditure		Adobe Inc.	Monthly subscription charge	R	-19.99
				Monthly subscription charge		19.99
06/13/2024	Expenditure		FOOD4LESS	graduation snacks for families	R	-205.29
				graduation snacks for families		205.29
06/13/2024	Expenditure		Paychex	6/15/24 Payroll Wages	R	-
						90,910.19
				6/15/24 Payroll Wages		-
						90,910.19
06/13/2024	Expenditure		Paychex	6/15/24 Payroll Taxes	R	-
						27,709.12
				6/15/24 Payroll Taxes		-
						27,709.12
06/14/2024	Expenditure		HP Instant Ink	Monthly subscription charge	R	-5.38
				Monthly subscription charge		5.38
06/14/2024	Expenditure		AMAZON.COM	Yearly Prime membership fee	R	-139.00
				Yearly Prime membership fee		139.00
06/14/2024	Expenditure		Paychex	06/15/24 Paychex Invoice	R	-284.72
				06/15/24 Paychex Invoice		284.72
06/14/2024	Expenditure		Paychex	06/24 Paychex HRS Invoice	R	-50.00
				06/24 Paychex HRS Invoice		50.00
06/18/2024	Check	1024	American Development Construction	Kitchen remodel, down payment	R	-1,000.00
				Kitchen remodel, down payment		1,000.00
06/21/2024	Expenditure		Adobe Inc.	Monthly Subscription charges	R	-19.99
				Monthly Subscription charges		19.99
06/24/2024	Expenditure		Knox Company	Knox box for fire department	R	-561.39
				Knox box for fire department		561.39
06/24/2024	Expenditure		Home Depot	Facility repair items	R	-645.49
				Facility repair items		645.49

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May - June, 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
06/25/2024	Expenditure		Tarjimly	monthly charges subscriptions	R	-50.00
				monthly charges subscriptions		50.00
06/25/2024	Expenditure		Best Buy	computer/ipad for student	R	-2,008.46
				Computer/ipad for student-Hashima Delawarzai Scholarship		-2,008.46
06/25/2024	Check	1025	American Development Construction	Kitchen remodel, 1st installment payment	R	-
						15,000.00
				Kitchen remodel, 1st installment payment		15,000.00
06/26/2024	Expenditure		Home Depot	Facility repair items	R	-29.89
				Facility repair items		29.89
06/27/2024	Expenditure		Home Depot	Facility repair items	R	-171.33
				Facility repair items		171.33
06/27/2024	Expenditure		Apple		R	-1,197.17
				MacBook Air		1,197.17
06/27/2024	Expenditure		Paychex	06/28/24 Payroll Wages	R	-
						38,344.24
				06/28/24 Payroll Wages		-
						38,344.24
06/27/2024	Expenditure		Paychex	06/28/24 Payroll Taxes	R	-8,205.04
				06/28/24 Payroll Taxes		-8,205.04
06/28/2024	Expenditure		Home Depot	Facility repair items	R	-24.92
				Facility repair items		24.92
06/28/2024	Expenditure		Lyft		R	-33.71
				Lyft-Conference transportation		33.71
06/28/2024	Expenditure		Paychex	06/28/24 Paychex Invoice	R	-233.11
				06/28/24 Paychex Invoice		233.11

9125 U.S. Bank Checking - 1008

05/07/2024	Bill Payment (Check)	2002212	Amanda Janikowski		R	-58.16
						-58.16

City Heights Prep Charter School

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May - June, 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
05/07/2024	Bill Payment (Check)	2002213	PureData Consulting Inc.		R	-149.00
						-149.00
05/07/2024	Bill Payment (Check)	2002214	Specialized Therapy Services, Inc		R	-7,030.63
						-7,030.63
05/07/2024	Bill Payment (Check)	2002215	Sparkletts		R	-238.69
						-238.69
05/07/2024	Bill Payment (Check)	2002216	Edmentum, Inc.		R	-300.00
						-300.00
05/07/2024	Bill Payment (Check)	2002217	GoTo Communications, Inc.		R	-341.08
						-341.08
05/07/2024	Bill Payment (Check)	2002218	Scoot Education Inc.	Gen Ed	R	-924.00
						-924.00
05/07/2024	Bill Payment (Check)	2002219	Luis E Fonseca		R	-1,080.00
						-1,080.00
05/07/2024	Bill Payment (Check)	2002220	Young, Minney & Corr, LLP		R	-1,107.50
						-1,107.50
05/07/2024	Bill Payment (Check)	2002221	Orona Security Services		R	-1,170.00
						-1,170.00
05/07/2024	Bill Payment (Check)	2002222	Measure Education Inc		R	-2,456.88
						-2,456.88
05/07/2024	Bill Payment (Check)	2002223	IXL Learning		R	-4,045.00
						-4,045.00
05/07/2024	Bill Payment	2002224	Modular Building		R	-4,374.65

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May - June, 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
	(Check)		Concepts Inc.			-4,374.65
05/07/2024	Bill Payment (Check)	2002225	McKeon CPAs Inc.		R	-5,217.00
						-5,217.00
05/07/2024	Bill Payment (Check)	2002226	California Choice		R	-
						11,445.61
						-
						11,445.61
05/14/2024	Bill Payment (Check)	2002227	Sydney Jaime		R	-20.94
						-20.94
05/14/2024	Bill Payment (Check)	2002228	W & S Electric		R	-405.43
						-405.43
05/14/2024	Bill Payment (Check)	2002229	Bay Alarm Company		R	-937.47
						-937.47
05/14/2024	Bill Payment (Check)	2002231	San Diego Gas and Electric (SDGE)		R	-1,741.49
						-1,741.49
05/15/2024	Bill Payment (Check)	2002232	National Benefit Services, LLC		R	-100.00
						-100.00
05/15/2024	Bill Payment (Check)	2002233	Voya Financial FBO CalSTRS Pension2		R	-6,334.70
						-6,334.70
05/23/2024	Bill Payment (Check)	2002234	AT&T (CALNET3)		R	-75.43
						-75.43
05/23/2024	Bill Payment (Check)	2002235	Questivity Inc		R	-152.66
						-152.66
05/23/2024	Bill Payment	2002236	Scoot Education Inc.	Gen Ed	R	-308.00

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DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
	(Check)					-308.00
05/23/2024	Bill Payment (Check)	2002237	MPS		R	-547.33
						-547.33
05/23/2024	Bill Payment (Check)	2002238	MRC		R	-690.21
						-690.21
05/23/2024	Bill Payment (Check)	2002239	Verizon Wireless		R	-1,148.53
						-1,148.53
05/23/2024	Bill Payment (Check)	2002240	Orona Security Services		R	-1,170.00
						-1,170.00
05/23/2024	Bill Payment (Check)	2002241	Wilkinson Hadley King & Co. LLP		R	-1,200.00
						-1,200.00
05/23/2024	Bill Payment (Check)	2002242	Luis E Fonseca		R	-1,200.00
						-1,200.00
05/23/2024	Bill Payment (Check)	2002243	NWEA		R	-2,681.25
						-2,681.25
05/23/2024	Bill Payment (Check)	2002244	Pham 54th, LLC		R	-
						12,767.20
						-
						12,767.20
05/30/2024	Bill Payment (Check)	2002245	Carroll Business Supply Inc.		R	-109.67
						-109.67
05/30/2024	Bill Payment (Check)	2002246	Scoot Education Inc.	Gen Ed	R	-924.00
						-924.00
05/30/2024	Bill Payment	2002247	National Benefit		R	-100.00

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May - June, 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
	(Check)		Services, LLC			-100.00
05/30/2024	Bill Payment (Check)	2002248	Voya Financial FBO CalSTRS Pension2		R	-6,362.06
						-6,362.06
05/30/2024	Bill Payment (Check)	2002249	Metlife	TS05959789	R	-1,618.77
						-1,618.77
06/04/2024	Bill Payment (Check)	2002250	Quadient Finance USA, Inc.		R	-100.00
						-100.00
06/04/2024	Bill Payment (Check)	2002251	Bill Howe Plumbing, Inc.		R	-250.00
						-250.00
06/04/2024	Bill Payment (Check)	2002252	EDCO Disposal Corporation		R	-452.68
						-452.68
06/04/2024	Bill Payment (Check)	2002253	City Treasurer- Public Utilities Department	620000229932	R	-618.57
						-618.57
06/04/2024	Bill Payment (Check)	2002254	Luis E Fonseca		R	-960.00
						-960.00
06/04/2024	Bill Payment (Check)	2002255	Orona Security Services		R	-1,170.00
						-1,170.00
06/04/2024	Bill Payment (Check)	2002256	College Board		R	-1,617.00
						-1,617.00
06/04/2024	Bill Payment (Check)	2002257	Southern Cal Telecom, Inc.		R	-1,721.63
						-1,721.63
06/04/2024	Bill Payment (Check)	2002258	Modular Building Concepts Inc.		R	-4,374.65

City Heights Prep Charter School

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DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
						-4,374.65
06/11/2024	Bill Payment (Check)	2002259	California Charter Schools Association		R	-2,449.00
						-2,449.00
06/11/2024	Bill Payment (Check)	2002260	Care Solace		R	-7,500.00
						-7,500.00
06/11/2024	Bill Payment (Check)	2002261	Colonial Life		R	-2,685.70
						-2,685.70
06/11/2024	Bill Payment (Check)	2002262	Curriculum Associates LLC		R	-6,680.00
						-6,680.00
06/11/2024	Bill Payment (Check)	2002263	Document Tracking Services		R	-425.00
						-425.00
06/11/2024	Bill Payment (Check)	2002264	Edmentum, Inc.		R	-1,725.00
						-1,725.00
06/11/2024	Bill Payment (Check)	2002265	GoTo Communications, Inc.		R	-341.08
						-341.08
06/11/2024	Bill Payment (Check)	2002266	Jostens, Inc.		R	-4,155.89
						-4,155.89
06/11/2024	Bill Payment (Check)	2002267	Karen Gruschow		R	-110.71
						-110.71
06/11/2024	Bill Payment (Check)	2002268	Measure Education Inc		R	-4,913.76
						-4,913.76
06/11/2024	Bill Payment (Check)	2002269	National Air & Energy		R	-574.52
						-574.52

City Heights Prep Charter School

Check Detail

May - June, 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
06/11/2024	Bill Payment (Check)	2002270	Phanny April Sa		R	-66.61
						-66.61
06/11/2024	Bill Payment (Check)	2002271	Project Lead the Way		R	-2,400.00
						-2,400.00
06/11/2024	Bill Payment (Check)	2002272	PureData Consulting Inc.		C	-149.00
						-149.00
06/11/2024	Bill Payment (Check)	2002273	Scoot Education Inc.	Gen Ed	R	-924.00
						-924.00
06/11/2024	Bill Payment (Check)	2002274	Sparkletts		R	-477.38
						-477.38
06/11/2024	Bill Payment (Check)	2002275	Young, Minney & Corr, LLP		R	-1,680.00
						-1,680.00
06/13/2024	Bill Payment (Check)	2002276	National Benefit Services, LLC		C	-100.00
						-100.00
06/13/2024	Bill Payment (Check)	2002277	Voya Financial FBO CalSTRS Pension2		R	-5,978.57
						-5,978.57
06/18/2024	Bill Payment (Check)	2002278	Bay Alarm Company		R	-937.47
						-937.47
06/18/2024	Bill Payment (Check)	2002279	California Choice		R	-
						13,472.29
						-
						13,472.29
06/18/2024	Bill Payment (Check)	2002280	Carroll Business Supply Inc.		R	-109.67
						-109.67

City Heights Prep Charter School

Check Detail

May - June, 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
06/18/2024	Bill Payment (Check)	2002281	Luis E Fonseca		R	-1,080.00
						-1,080.00
06/18/2024	Bill Payment (Check)	2002282	McKeon CPAs Inc.		R	-5,217.00
						-5,217.00
06/18/2024	Bill Payment (Check)	2002283	Rachel Davey		R	-38.39
						-38.39
06/18/2024	Bill Payment (Check)	2002284	San Diego Gas and Electric (SDGE)		R	-1,854.70
						-1,854.70
06/18/2024	Bill Payment (Check)	2002285	Scoot Education Inc.	Gen Ed	R	-308.00
						-308.00
06/18/2024	Bill Payment (Check)	2002286	Specialized Therapy Services, Inc		R	-1,228.75
						-1,228.75
06/18/2024	Bill Payment (Check)	2002287	Verizon Wireless		R	-1,148.53
						-1,148.53
06/25/2024	Bill Payment (Check)	2002288	Apptegy, Inc.		R	-4,887.50
						-4,887.50
06/25/2024	Bill Payment (Check)	2002289	AT&T		R	-235.19
						-235.19
06/25/2024	Bill Payment (Check)	2002290	AT&T (CALNET3)		R	-75.43
						-75.43
06/25/2024	Bill Payment (Check)	2002291	FIRE ETC		R	-120.00
						-120.00

City Heights Prep Charter School

Check Detail

May - June, 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
06/25/2024	Bill Payment (Check)	2002292	Interpreters Unlimited, Inc		R	-120.00
						-120.00
06/25/2024	Bill Payment (Check)	2002293	Orona Security Services		R	-1,222.00
						-1,222.00
06/25/2024	Bill Payment (Check)	2002294	Pham 54th, LLC		R	-
						13,150.22
						-
						13,150.22
06/25/2024	Bill Payment (Check)	2002295	POWERSCHOOL		R	-3,361.20
						-3,361.20
06/25/2024	Bill Payment (Check)	2002296	Southern Cal Telecom, Inc.		R	-8,692.50
						-8,692.50
06/28/2024	Bill Payment (Check)	2002297	National Benefit Services, LLC		R	-100.00
						-100.00
06/28/2024	Bill Payment (Check)	2002298	Voya Financial FBO CalSTRS Pension2		R	-2,186.20
						-2,186.20

FY23-24 Unaudited Actuals

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2023 to June 30, 2024

CHARTER SCHOOL CERTIFICATION

Charter School Name: City Heights Preparatory Charter
CDS #: 37-68338-0124347
Charter Approving Entity: San Diego Unified
County: San Diego
Charter #: 1312

NOTE: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:

For information regarding this report, please contact:

<u>For County Fiscal Contact:</u>	<u>For Approving Entity:</u>	<u>For Charter School:</u>
Roxanna Travers	Nadine Creer	Elias Vargas
Name	Name	Name
Financial Accounting & Data Support Mgr	Senior Financial Accountant	School Director
Title	Title	Title
858-295-6700	619-725-7592	619-795-3137
Telephone	Telephone	Telephone
roxanna.travers@sdcoe.net	ncreer@sandi.net	evargas@cityheightsprep.org
Email address	Email address	Email address

To the entity that approved the charter school:

X 2023-24 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to Education Code Section 42100(b).

Signed: _____ Date: _____
Charter School Official
(Original signature required)
Printed Name: Elias Vargas Title: _____

To the County Superintendent of Schools:

2023-24 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to Education Code Section 42100(a).

Signed: _____ Date: _____
Authorized Representative of
Charter Approving Entity
(Original signature required)
Printed Name: _____ Title: _____

To the Superintendent of Public Instruction:

2023-24 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100(a).

Signed: _____ Date: _____
County Superintendent/Designee
(Original signature required)

CHARTER SCHOOL UNAUDITED ACTUALS
 FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2023 to June 30, 2024

Charter School Name: City Heights Preparatory Charter
 CDS #: 37-68338-0124347
 Charter Approving Entity: San Diego Unified
 County: San Diego
 Charter #: 1312

This charter school uses the following basis of accounting:
 (Please enter an "X" in the applicable box below; check only one box)

- Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900, 6910, 7438, 9400-9489, 9660-9669, 9796, and 9797)
- Modified Accrual Basis (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 6600, 7438, 7439, and 9711-9789)

Description	Object Code	Unrestricted	Restricted	Total
A. REVENUES				
1. LCFF Sources				
State Aid - Current Year	8011	694,302.00		694,302.00
Education Protection Account State Aid - Current Year	8012	29,828.00		29,828.00
State Aid - Prior Years	8019			0.00
Transfers to Charter Schools in Lieu of Property Taxes	8096	1,368,443.00		1,368,443.00
Other LCFF Transfers	8091, 8097			0.00
Total, LCFF Sources		2,092,573.00	0.00	2,092,573.00
2. Federal Revenues (see NOTE in Section L)				
Every Student Succeeds Act	8290		92,284.00	92,284.00
Special Education - Federal	8181, 8182		24,376.00	24,376.00
Child Nutrition - Federal	8220		160,342.50	160,342.50
Donated Food Commodities	8221			0.00
Other Federal Revenues	8110, 8260-8299	1,698.45	320,682.39	322,380.84
Total, Federal Revenues		1,698.45	597,684.89	599,383.34
3. Other State Revenues				
Special Education - State	StateRev SE		131,963.49	131,963.49
All Other State Revenues	StateRev AO	39,851.32	448,656.16	488,507.48
Total, Other State Revenues		39,851.32	580,619.65	620,470.97
4. Other Local Revenues				
All Other Local Revenues	LocalRev AO	99,970.87	13,749.00	113,719.87
Total, Local Revenues		99,970.87	13,749.00	113,719.87
5. TOTAL REVENUES				
		2,234,093.64	1,192,053.54	3,426,147.18
B. EXPENDITURES (see NOTE in Section L)				
1. Certificated Salaries				
Certificated Teachers' Salaries	1100	570,609.97	130,604.71	701,214.68
Certificated Pupil Support Salaries	1200	13,986.37	80,436.74	94,423.11
Certificated Supervisors' and Administrators' Salaries	1300	205,713.61	2,294.80	208,008.41
Other Certificated Salaries	1900		69,327.41	69,327.41
Total, Certificated Salaries		790,309.95	282,663.66	1,072,973.61
2. Noncertificated Salaries				
Noncertificated Instructional Salaries	2100	24,038.81	113,984.16	138,022.97
Noncertificated Support Salaries	2200		61,882.35	61,882.35
Noncertificated Supervisors' and Administrators' Salaries	2300	136,173.43	8,463.41	144,636.84
Clerical, Technical and Office Salaries	2400	112,657.27	54,010.20	166,667.47
Other Noncertificated Salaries	2900			0.00
Total, Noncertificated Salaries		272,869.51	238,340.12	511,209.63
3. Employee Benefits				
STRS	3101-3102	143,700.06	42,907.50	186,607.56
PERS	3201-3202			0.00
OASDI / Medicare / Alternative	3301-3302	32,478.19	22,791.22	55,269.41

Health and Welfare Benefits	3401-3402	193,571.18	1,317.49	194,888.67
Unemployment Insurance	3501-3502	2,269.12	1,416.56	3,685.68
Workers' Compensation Insurance	3601-3602	12,538.07	250.93	12,789.00
OPEB, Allocated	3701-3702			0.00
OPEB, Active Employees	3751-3752			0.00
Other Employee Benefits	3901-3902	21,050.02	3,519.95	24,569.97
Total, Employee Benefits		405,606.64	72,203.65	477,810.29
4. Books and Supplies				
Approved Textbooks and Core Curricula Materials	4100	3,392.96	20,558.02	23,950.98
Books and Other Reference Materials	4200	990.59	525.51	1,516.10
Materials and Supplies	4300	52,129.33	13,200.04	65,329.37
Noncapitalized Equipment	4400	46,445.10	22,958.75	69,403.85
Food	4700	11.67	149,033.50	149,045.17
Total, Books and Supplies		102,969.65	206,275.82	309,245.47
5. Services and Other Operating Expenditures				
Subagreements for Services	5100			0.00
Travel and Conferences	5200	18,055.46	15,698.99	33,754.45
Dues and Memberships	5300	4,317.64	10,579.00	14,896.64
Insurance	5400	34,025.16		34,025.16
Operations and Housekeeping Services	5500	66,480.89	19,160.00	85,640.89
Rentals, Leases, Repairs, and Noncap. Improvements	5600	70,779.73	178,355.40	249,135.13
Transfers of Direct Costs	5700-5799			0.00
Professional/Consulting Services and Operating Expend.	5800	185,058.50	211,647.71	396,706.21
Communications	5900	20,435.58		20,435.58
Total, Services and Other Operating Expenditures		399,152.96	435,441.10	834,594.06
6. Capital Outlay				
(Objects 6100-6170, 6200-6500 modified accrual basis only)				
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major				
Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Lease Assets	6600			0.00
Subscription Assets	6700			0.00
Depreciation Expense (accrual basis only)	6900	40,060.20		40,060.20
Amortization Expense - Lease Assets	6910			0.00
Amortization Expense - Subscription Assets	6920			0.00
Total, Capital Outlay		40,060.20	0.00	40,060.20
7. Other Outgo				
Tuition to Other Schools	7110-7143			0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			0.00
All Other Transfers	7281-7299			0.00
Transfers of Indirect Costs	7300-7399			0.00
Debt Service:				
Interest	7438			0.00
Principal (for modified accrual basis only)	7439			0.00
Total Debt Service		0.00	0.00	0.00
Total, Other Outgo		0.00	0.00	0.00
8. TOTAL EXPENDITURES		2,010,968.91	1,234,924.35	3,245,893.26
Description	Object Code	Unrestricted	Restricted	Total
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		223,124.73	(42,870.81)	180,253.92
D. OTHER FINANCING SOURCES / USES				

1.	Other Sources	8930-8979			0.00
	Less:				
2.	Other Uses	7630-7699			0.00
3.	Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(38,680.81)	38,680.81	0.00
4.	TOTAL OTHER FINANCING SOURCES / USES		(38,680.81)	38,680.81	0.00
E.	NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)		184,443.92	(4,190.00)	180,253.92
F.	FUND BALANCE / NET POSITION				
1.	Beginning Fund Balance/Net Position				
a.	As of July 1	9791	1,478,333.07	6,130.00	1,484,463.07
b.	Adjustments/Restatements	9793, 9795	(44,811.00)		(44,811.00)
c.	Adjusted Beginning Fund Balance /Net Position		1,433,522.07	6,130.00	1,439,652.07
2.	Ending Fund Balance /Net Position, June 30 (E+F1c)		1,617,965.99	1,940.00	1,619,905.99
	Components of Ending Fund Balance (Modified Accrual Basis only)				
a.	Nonspendable				
1.	Revolving Cash (equals Object 9130)	9711			0.00
2.	Stores (equals Object 9320)	9712			0.00
3.	Prepaid Expenditures (equals Object 9330)	9713			0.00
4.	All Others	9719			0.00
b.	Restricted	9740			0.00
c.	Committed				
1.	Stabilization Arrangements	9750			0.00
2.	Other Commitments	9760			0.00
d.	Assigned	9780			0.00
e.	Unassigned/Unappropriated				
1.	Reserve for Economic Uncertainties	9789			0.00
2.	Unassigned/Unappropriated Amount	9790M			0.00
3.	Components of Ending Net Position (Accrual Basis only)				
a.	Net Investment in Capital Assets	9796	228,286.59		228,286.59
b.	Restricted Net Position	9797		1,940.00	1,940.00
c.	Unrestricted Net Position	9790A	1,389,679.40	0.00	1,389,679.40
	Description	Object Code	Unrestricted	Restricted	Total
G.	ASSETS				
1.	Cash				
	In County Treasury	9110	1,325,787.12	423,407.57	1,749,194.69
	Fair Value Adjustment to Cash in County Treasury	9111	(26,368.43)		(26,368.43)
	In Banks	9120	79,855.45		79,855.45
	In Revolving Fund	9130	300.00		300.00
	With Fiscal Agent/Trustee	9135			0.00
	Collections Awaiting Deposit	9140			0.00
2.	Investments	9150			0.00
3.	Accounts Receivable	9200	30,264.16	8,000.00	38,264.16
4.	Due from Grantor Governments	9290	228,711.78	280,063.08	508,774.86
5.	Stores	9320			0.00
6.	Prepaid Expenditures (Expenses)	9330	76,637.46		76,637.46
7.	Other Current Assets	9340	6,073.44		6,073.44
8.	Lease Receivable	9380			0.00
9.	Capital Assets (accrual basis only)	9400-9489	228,286.59		228,286.59
10.	TOTAL ASSETS		1,949,547.57	711,470.65	2,661,018.22
H.	DEFERRED OUTFLOWS OF RESOURCES				
1.	Deferred Outflows of Resources	9490			0.00
2.	TOTAL DEFERRED OUTFLOWS		0.00	0.00	0.00
I.	LIABILITIES				
1.	Accounts Payable	9500	205,638.58	18,139.72	223,778.30
2.	Due to Grantor Governments	9590			0.00
3.	Current Loans	9640			0.00

4. Unearned Revenue	9650		691,390.93	691,390.93
5. Long-Term Liabilities (accrual basis only)	9660-9669	125,943.00		125,943.00
6. TOTAL LIABILITIES		331,581.58	709,530.65	1,041,112.23
J. DEFERRED INFLOWS OF RESOURCES				
1. Deferred Inflows of Resources	9690			0.00
2. TOTAL DEFERRED INFLOWS		0.00	0.00	0.00
K. FUND BALANCE /NET POSITION				
Ending Fund Balance /Net Position, June 30 (G10 + H2) - (I6 + J2) (must agree with Line F2)		1,617,965.99	1,940.00	1,619,905.99

L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT

NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT:

1. Federal Revenue Used for Capital Outlay and Debt Service

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "NONE")	Capital Outlay	Debt Service	Total
a. NONE	\$		0.00
b. _____			0.00
c. _____			0.00
d. _____			0.00
e. _____			0.00
f. _____			0.00
g. _____			0.00
h. _____			0.00
i. _____			0.00
j. _____			0.00
TOTAL FEDERAL REVENUES USED FOR CAPITAL OUTLAY AND DEBT SERVICE	0.00	0.00	0.00

2. Community Services Expenditures

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Objects of Expenditures	Amount (Enter "0.00" if none)
a. Certificated Salaries 1000-1999	0.00
b. Noncertificated Salaries 2000-2999	0.00
c. Employee Benefits 3000-3999	0.00
d. Books and Supplies 4000-4999	0.00
e. Services and Other Operating Expenditures 5000-5999	0.00
TOTAL COMMUNITY SERVICES EXPENDITURES	0.00

3. Supplemental State and Local Expenditures resulting from a Presidentialy Declared Disaster

Date of Presidential Disaster Declaration	Brief Description (If no amounts, indicate "None")	Amount
a. _____	NONE	
b. _____		
c. _____		
d. _____		
TOTAL SUPPLEMENTAL EXPENDITURES (Should not be negative)		0.00

4. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:

Results of this calculation will be used for comparison with 2022-23 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2025-26.

a. Total Expenditures (B8)	3,245,893.26
b. Less Federal Expenditures (Total A2)	
[Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	599,383.34
c. Subtotal of State & Local Expenditures [a minus b]	2,646,509.92
d. Less Community Services [L2 Total]	0.00
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600 and 6910]	40,060.20
f. Less Supplemental Expenditures made as the result of a Presidentialy	0.00

Declared Disaster

TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE

[c minus d minus e minus f]

\$ 2,606,449.72

2023-24
 Education Protection Account
 Program by Resource Report
 Expenditures by Function - Detail

City Heights Preparatory Charter School
Expenditures for Fiscal Year Ending June 30, 2024 -Final
For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	29,828.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		29,828.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)		
Instruction	1000-1999	29,828.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		29,828.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

2024-25
 Education Protection Account
 Program by Resource Report
 Expenditures by Function - Detail

City Heights Preparatory Charter School
Expenditures for Fiscal Year Ending June 30, 2025-Budgeted
For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	30,690.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		30,690.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)		
Instruction	1000-1999	30,690.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		30,690.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

CITY HEIGHTS PREPARATORY CHARTER SCHOOL
RESOLUTION REGARDING THE EDUCATION PROTECTION ACCOUNT

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of City Heights Preparatory Charter School;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of City Heights Preparatory Charter School has determined to spend the monies received from the Education Protection Act as attached.

DATED: _____, 2024

Board Member

Board Member

Board Member

Board Member

Board Member

Proposition 28: Arts and Music in Schools Funding

Annual Report

Fiscal Year 2023-24

Name: City Heights Preparatory Charter
CDS Code: 3768338-0124347
Charter School Number: 1312
Allocation Year: 2023-24

1. Narrative description of the Prop 28 arts education program(s) funded. (2500 character limit).

With this grant, we will continue to offer and expose students to the arts while also gaining the opportunity to introduce students to music—a new area that this funding will enable us to explore. In middle school and high school, we provide arts classes and opportunities for AP art classes. To further enhance exposure and equity, we are introducing music education. We will start by offering a Guitar Club, an after-school program running for two hours twice a week, led by two instructors. In partnership with the City Heights Music School and one of our staff, the program will begin on September 12, 2024. Initially, students will learn about guitars, with plans to expand to other instruments and choir. Our goal is to teach them proficiency in musical instruments and vocal skills, continuing our commitment to exposing students to both art and music.

2. Number of full-time equivalent teachers (certificated). 0.0

3. Number of full-time equivalent personnel (classified). 0.0

4. Number of full-time equivalent teaching aides. 0.0

5. Number of students served. 0

6. Number of school sites providing arts education. 0

Date of Approval by Governing Board/Body 6/6/2024 12:00:00 AM

Annual Report Data URL

<https://www.cityheightsprep.org/page/information>

Submission Date 9/4/2024 1:55:08 PM

**AGREEMENT
 FOR THE PROVISION OF VENDED MEALS AND/OR SNACKS-
SDUSD FNSD AND CHARTER OR PRIVATE SCHOOLS**

This **AGREEMENT** for the Provision of Vended Food is entered into on **July 01, 2024**, for reference purposes only, by and between **City Heights Preparatory Charter School (“School”)** and **San Diego Unified School District, for the benefit of Food & Nutrition Services Department (“SDUSD, FNSD”)** as further described below.

- A. The parties desire to provide nutritional foods to students in schools not owned and operated by **SDUSD** in the San Diego community.
- B. The parties are operating under applicable federal and state requirements for the provision of meals and/or snacks to students attending **School**.

Now, therefore, the parties agree as follows:

1. SDUSD, FNSD’s **Responsibilities**.

- a. Provide meals and snacks following a nutritious menu model that complies with current United States Department of Agriculture (USDA) and California Department of Education Nutrition Services Division (CDE NSD) Nutrition Standards. Determine menu offered based on the **School** kitchen accommodations, including but not limited to, refrigeration and warming capabilities.
- b. Prepare meals and/or snacks Monday through Friday for students attending **School** on school days during the academic calendar year. When SDUSD, FNSD is not open for business, the availability to have meals, the menu type and staffing availability may vary and be subject to change without notice.
- c. Agree to provide, on 60 days’ written request, menu certifications for breakfast and lunch by age group using SDUSD, FNSD’s menu analysis software. Agree to provide records, such as menu production sheets, standardized recipes, Child Nutrition labels and Product Formulation Statements will be available for inspection, review, or copying to **School**, at School’s sole expense.
- d. Ensure that SDUSD, FNSD employees who are involved with the preparation of the food for **School** will have the required County Food Safety Certification Training and Documentation housed at the Preparation Site.
- e. Provide disposable service ware for the serving of meals.
- f. Provide transportation and equipment necessary to deliver food, or arrange for pickup by **School**.
- g. Provide training as necessary to the **School** staff regarding point-of-service meal counts, point of sale entry, day-end, offer vs. serve and completion of all required documents.

2. School Responsibilities.

- a. Provide the School's academic calendar, including all non-instructional days such as Spring Break, Winter Break, Summer School, and holidays, by July 1st, in advance of school year beginning. Meals requested on days not listed as instruction days on the academic calendar must be requested 30 days in advance and will incur a separate charge each meal. Promptly provide written notice to SDUSD, FNSD of any changes to both SDUSD Regional Managers – Bernie Kacijancic bkacijancic@sandi.net and Colleen Robinson - crobinson@sandi.net.
- b. Provide SDUSD, FNSD 90 days' written notice to prepare for **School's** California Department of Education's (CDE) Administrative Reviews (AR) of their compliance with the United States Department of Agriculture's (USDA) policies and procedures to receive Federal meal reimbursement. To SDUSD, FNSD Menu Systems Dietician representative (Melanie Moyer, 6735 Gifford Way, San Diego, CA 92111, mmoyer@sandi.net) This is to allow enough time to prepare the menu certification documents.
- c. Provide 60 days' written notice to SDUSD, FNSD Menu Systems Dietician representative (Melanie Moyer, 6735 Gifford Way, San Diego, CA 92111, mmoyer@sandi.net) regarding the age groups that will be served and if Offer vs. Serve. will be implemented to ensure correct menus are deployed.
 - i. Offer versus Serve (OVS) is a provision in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) that allows students to decline some of the food offered. The goals of OVS are to reduce food waste in the school meals programs while permitting students to decline foods they do not intend to eat.
- d. If meals needed changes **School** shall Provide 3 days written notice by email to the designated SDUSD, FNSD Food Services Supervisor of the number of meals needed.
- e. Maintain food and beverage equipment in compliance with applicable local, state, and federal requirements, including but not limited to ensuring that equipment has proper holding and serving temperatures as required by the San Diego County Department of Environmental Health. Record temperatures of equipment during serving times, keep current log on the equipment and keep old logs on file for current year plus the three previous years.
- f. Obtain health permit with the San Diego County Department of Environmental Health and post where students are receiving their meals which will require health inspections unless **School** is housed on SDUSD, school site and shares kitchen and service area.
- g. Ensure **School** staff who handle food, hold proper certifications, and post them in the kitchen as required by governmental agencies with competent jurisdiction, including but not limited to the San Diego County Environmental Health Department, and use safe food handling procedures in the transportation, serving, storage, and disposal of food in compliance with applicable local, state, and federal requirements.

- h. Provide all kitchen equipment necessary to execute pre-determined meal types (cold breakfast, hot breakfast, cold lunch, hot lunch, salad bar etc.). For example, and not limited to salad bars, milk coolers, ovens, heating units, freezers, refrigerators and serving stations.
- i. Return daily, or as needed, any SDUSD, FNSD paperwork the following business day which includes the completed production records.
- j. Provide necessary daily custodial services and supplies for the food service production and service areas, including but not limited to dish sink chemicals, trash supplies, and trash removal.
- k. Pay invoices within 30 days for the meals and snacks, based on pricing listed below, and for costs incurred by SDUSD, FNSD for non-reimbursed meal items such as Adult meals or agreed upon Catering events.
- l. Promptly provide and process documentation no later than 30 days from date of request or notice by SDUSD, FNSD or other governmental agency of competent jurisdiction.

3. **Pricing**

(subject to increase each school year of agreement under USDA Adult Meal Price Calculator) District will notify School of the increased cost of meals and/or snacks by March 31st.

- Student Breakfast: \$3.00
- Student Lunch: \$4.00
- Student Supper: \$4.00
- Student Snack: \$2.00
- Adult Breakfast: \$4.00
- Adult Lunch: \$5.00

4. **Term and Termination.**

The term of this Agreement shall begin on **July 1, 2024** and end on **June 30, 2029**. However, the indemnification obligation below shall survive the expiration or termination of this Agreement.

District may immediately terminate this Agreement upon written notice to School that funding or tasking for the provision of meals and snacks is discontinued by the federal government. Either party may terminate this Agreement upon 30 days written notice. If cancelling prior to a new school year, School shall provide written notice by June 1 of the current school year.

Termination shall not be deemed to be a breach of this Agreement, nor shall it be deemed to be tortious conduct.

5. **Indemnification**

School shall defend, indemnify and hold harmless the District, its Board of Education members, officers, agents, employees and directors (hereinafter “Indemnified Parties”) from and against any claim, demand, loss or liability (hereinafter “Claim”) or any nature or cause whatsoever, and whether actual or alleged, arising from or in any way connected with this Agreement , including, but not limited to any Claim for personal injury, death, property damage, loss of profits, money damages, or disclosure of confidential information which might be obtained during performance of this Agreement; except where caused by the sole negligence or willful misconduct of the Indemnified Parties.

6. Financial Liability

SDUSD, FNSD shall not assume any financial liability for any of services or goods rendered (or not) by School relating to this Agreement and shall not be financially liable for payment to any School employee, consultant, contractor, subcontractor for any services rendered (or not) relating to this Agreement. School assumes all financial liability related to its responsibilities under this Agreement.

7. Entire Agreement; No Amendment

This Agreement reflects the entire agreement of the Parties relating to the provision of vended meals and snacks and shall not be amended except upon the written agreement of the Parties. There are no understandings, agreements or representations not contained herein. This Agreement shall be read to be consistent with the Operations Agreement.

8. Assignment

Neither Party may assign or transfer its rights or obligations under this Agreement without the express advance written consent of the other Party. Any such assignment is void and unenforceable.

9. Notices

Any notices and documents shall be deemed to have been given, served, and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

<p>If to SDUSD, FNSD: Alicia Pitrone Hauser Director, Food & Nutrition Services San Diego Unified School District 6735 Gifford Way, Room 5 San Diego, California 92111 Email: apitronehauser@sandi.net Fax: 858-565-6378 Phone: 858-987-5382</p>	<p>If to School: Dr. Elias Vargas, Director City Heights Preparatory Charter School 4260 54th Street San Diego, CA 92115 Email: evargas@cityheightsprep.org Phone: 619-795-3137</p>
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In Witness Whereof, the Parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

City Heights Charter SCHOOL	SAN DIEGO UNIFIED SCHOOL DISTRICT
By: _____	By: _____
Dr. Elias Vargas, Director	Mike Grella

City Heights Preparatory Charter School 4260 54 th Street San Diego, CA 92115 Email: evargas@cityheightsprep.org Phone: 619-795-3137	Director, Purchasing and Contracts (Interim) 2351 Cardinal Lane, Building M San Diego, CA 92123 Tel: 858-522-5808 Email: executedcontracts@sandi.net
Date: _____	Date: _____
APPROVED AS TO FORM AND LEGALITY	Approved in a public meeting of the Board of Education of the San Diego Unified School District on
_____ Sandra T.M. Chong, Assistant General Counsel II Office of General Counsel San Diego Unified School District	_____ Marty Stultz, Board Action Officer San Diego Unified School District Board of Education
Date: _____	Date: _____
APPROVED TO CONTENT	
_____ Alicia Pitrone Hauser, Director Food & Nutrition Services San Diego Unified School District	
Date: _____	

Nonpublic, Nonsectarian School/Agency Services

Master Contract

2024-2025

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA City Heights Preparatory Charter School

Contract Year 2024-2025

Nonpublic School

Nonpublic Agency

Type of Contract:

Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. ExpirationDate:_____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2024-2025

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: City Heights Preparatory Charter School

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Children’s Occupational Therapy Services

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2023, between City Heights Preparatory Charter School, hereinafter referred to as the local educational agency ("LEA"), a member of the East County SELPA and Children’s Occupational Therapy Services (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all services specified in the student’s Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student’s parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each

provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2023. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for

up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement, and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5)

business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the “stay-put” requirement of state and federal law unless the parent agrees otherwise, or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.

b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.

c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves.

using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

- f. "Parent" means:
- i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
 - iv. a surrogate parent,
 - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section

49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten

(10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public-school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

A. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$500,000 fire damage
- \$5,000 medical expenses
- \$1,000,000 personal & adv. Injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.
If no owned automobiles, then only hired and non-owned is required.
If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.
- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
- E. **CONTRACTOR**, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. **Any deductibles** or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. **For any claims related to the services**, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. **All Certificates of Insurance** may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a nonpublic school affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. Commercial General Liability including both bodily injury and property damage, with limits as follows:
 - \$3,000,000 per occurrence
 - \$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. Commercial Auto Liability coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. Fidelity Bond or Crime Coverage shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. Professional Liability/Errors & Omissions/Malpractice coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. Sexual Molestation and Abuse Coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance may reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees) if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an

attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed, or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be

consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian, or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian, or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one

30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the LEA approved electronic IEP system for all IEP development and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public-school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive support and interventions in accordance with the federal law and its implementing regulations. If the Individualized Education Program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training to applicable or relevant staff shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire as referenced above.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify the Parent within twenty-four (24) hours via telephone. If the student’s IEP does not contain a Behavior Intervention Plan (“BIP”) or Positive Behavior Intervention Plan (“PBIP”), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

(1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public-school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities

provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR, or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to the approved system. The NPS and/or NPA shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Students are entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise, or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (“HIPAA”). CONTRACTOR shall include verification of these procedures to the LEA.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR’s place of business and shall be submitted to the LEA and LEA student’s parent(s).

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student’s annual or triennial review IEP team meeting for the purpose of reporting the student’s present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA’s sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional’s license, certification, or credential.

CONTRACTOR shall not charge the student’s parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with

the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC").

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

CONTRACTOR providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., Cal. Code Regs., Title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. MONITORING

CONTRACTOR shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in

subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. CALSTRS RETIREMENT REPORTING

CONTRACTOR shall identify to the LEA any employee (or the CONTRACTOR, if the CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving CalSTRS benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to the LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to the LEA a signed written confirmation from the individual that he/she is aware of the separation-from-service requirement and earnings limitations imposed by Education Code Sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the LEA the actual amounts paid to the individual for services rendered under this Agreement, with the LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation.

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public-school campus, sign in/out procedures shall be followed by nonpublic school or agency providers working in a public-school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public-school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

51. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

52. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of the CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

54. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

55. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

56. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (30) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is

returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (30) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all

necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

59. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

61. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

62. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

63. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

64. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2023 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Children's Occupational Therapy Services

City Heights Preparatory Charter School
LEA Name

Nonpublic School/Agency

By: Mark Wilson 6/5/24
Signature Date

By: _____
Signature Date

Mark Wilson, MOT, OTR/L, Owner

Name and Title of Authorized Representative

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Mark Wilson, MOT, OTR/L, Owner

Name and Title

Name and Title

MWW Integrative Services, LLC

LEA

Nonpublic School/Agency/Related Service Provider

9565 Waples Street Suite 100

Address

Address

San CA 92121
Diego

City State Zip

City State Zip
(858) 695-9444 (619) 567-8094

Phone Fax

Phone Fax
mark@fitsot.com

Email

Email

Additional LEA Notification
(Required if completed)

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2024-2025 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Children’s Occupational Therapy Services

The CONTRACTOR CDS NUMBER:

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate: _____

2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.)
DAILY RATE:

3) Related Services

Service	Rate	Period
Intensive Individual Services (340)	_____	_____
Language and Speech (415)	_____	_____
Adapted Physical Education (425)	_____	_____
Health and Nursing: Specialized Physical Health Care (435)	_____	_____
Health and Nursing: Other Services (436)	_____	_____
Assistive Technology Services (445)	_____	_____
Occupational Therapy (450)	<u>\$97.00</u>	<u>Per Hour</u>
Physical Therapy (460)	_____	_____
Individual Counseling (510)	_____	_____
Counseling and Guidance (515)	_____	_____
Parent Counseling (520)	_____	_____
Social Work Services (525)	_____	_____

Psychological Services (530)	_____	_____
Behavior Intervention Services (535)	_____	_____
Specialized Services for Low Incidence Disabilities (610) Specialized Deaf and Hard of Hearing (710)	_____	_____
Interpreter Services (715)	_____	_____
Audiological Services (720)	_____	_____
Specialized Vision Services (725)	_____	_____
Orientation and Mobility (730)	_____	_____
Specialized Orthopedic Services (740)	_____	_____
Reader Services (745)	_____	_____
Transcription Services (755)	_____	_____
Recreation Services, Including Therapeutic (760)	_____	_____
College Awareness (820)	_____	_____
Work Experience Education (850)	_____	_____
Job Coaching (855)	_____	_____
Mentoring (860)	_____	_____
Travel Training (870)	_____	_____
Other Transition Services (890)	_____	_____
Other (900)	_____	_____
Other (900)	_____	_____

CITY HEIGHTS PREP

———— CHARTER SCHOOL ————

Employee Handbook 2024-2025

4260 54th Street

San Diego, CA 92115 Phone: (619) 795-3137

www.cityheightsprep.org

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE 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 City Heights Prep Charter School (hereinafter referred to as “CH Prep” 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. CH Prep 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 Director.

Employees must sign the acknowledgment form at the beginning of this Handbook, tear it out, and return it to the 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

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

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

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

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact 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. CH Prep will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. CH Prep 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.

CH Prep 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. Similarly, convictions involving crimes of moral turpitude (e.g., fraud), child abuse or neglect, violence, or any offense which may make the employee unsuitable/undesirable to work around students may also serve as a bar to employment at the School. Additionally, should an employee be arrested for, charged with, or convicted of any offense during his/her employment with the School, the employee must immediately report as much to the Director.

Tuberculosis Testing

All employees of the School must submit written proof from a health care provider of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant.

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

Immigration Compliance

CH Prep 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, CH Prep will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

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

Professional Boundaries: Staff/Student Interaction Policy

CH Prep 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:

Examples of PERMITTED actions (NOT corporal punishment)

- Stopping a student from fighting with another student;
- Preventing a pupil from committing an act of vandalism;
- Defending yourself from physical injury or assault by a student;
- Forcing a pupil to give up a weapon or dangerous object;
- 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;
- Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

Examples of PROHIBITED actions (corporal punishment)

- Hitting, shoving, pushing, or physically restraining a student as a means of control;
- Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
- 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)

- Giving gifts to an individual student that are of a personal and intimate nature
- Kissing of any kind
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from the school
- Making or participating in sexually inappropriate comments
- Sexual jokes
- Seeking emotional involvement with a student for your benefit
- Listening to or telling stories that are sexually oriented
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding
- 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)

- Giving students a ride to/from school or school activities
- Being alone in a room with a student at school with the door closed
- 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)

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

Acceptable and Recommended Staff/Student Behaviors

- Getting parents' written consent for any after-school activity
- Obtaining formal approval to take students off school property for activities such as field trips or competitions
- 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)
- Keeping the door open when alone with a student
- Keeping reasonable space between you and your students
- Stopping and correcting students if they cross your own personal boundaries
- Keeping parents informed when a significant issue develops about a student
- Keeping after-class discussions with a student professional and brief
- Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries
- Involving your supervisor if conflict arises with the student
- Informing your Director about situations that have the potential to become more severe

- Making detailed notes about an incident that could evolve into a more serious situation later
- Recognizing the responsibility to stop unacceptable behavior of students or coworkers
- Asking another staff member to be present if you will be alone with any type of special needs student
- Asking another staff member to be present when you must be alone with a student after regular school hours
- Giving students praise and recognition without touching them
- Pats on the back, high fives and handshakes are acceptable
- Keeping your professional conduct a high priority
- Asking yourself if your actions are worth your job and career

Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

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

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

CH Prep 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 Director or designee.

When CH Prep receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the Director) or the 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. CH Prep 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

CH Prep 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 six (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice 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 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 CH Prep policy.

Whistleblower Policy

CH Prep 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

CH Prep 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 CH Prep 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 Director, or the Board of Directors to determine whether a potential or actual conflict exists. The Director or Board Chairman will ensure that the issue is discussed in a closed session of the board, and the determination of conflict and next steps will be documented in the minutes of the meeting. 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.

No Smoking

The CH Prep facility is a no smoking facility.

THE WORKPLACE

Work Schedule

Office hours are typically 7:15 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 also generally expected to be present during business hours and are also expected 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 5th hour of work. An employee may waive this meal period if the day's work will be completed in no more than six (6) hours, provided the employee and CH Prep 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

CH Prep 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.

CH Prep 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 affect the School's ability to implement its educational program and disrupts consistency in students' learning. The School does not offer "personal leave" and employees should not expect to be excused if they request to take non-authorized leave during School hours.

If it is necessary to be absent or late, employees are expected to telephone the 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 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 Director will be considered a voluntary

resignation from employment.

Timecards/Records

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

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

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

CH Prep will permit employees to use its email, voicemail systems and Internet access subject to the following:

Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols

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.

Employees should not attempt to gain access to another employee's personal file of email or voicemail messages without the latter's express permission. School staff will not enter an employee's personal email files or voicemail unless there is a business need to do so. CH Prep 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.

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

CH Prep's facilities for handling mail and telephone calls are designed to accommodate School business. Employees should have their 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. Work time is for work. To that end, employees are prohibited from using

personal cell phones during work hours.

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 for Faculty Members

CH Prep believes that all employees serve as role models to the School's students. Employee's 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.

CH Prep encourages staff, during school hours, 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:

- 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 dresses or skirts that are no higher than three (3) inches above the knee.
- 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 Director.
- Slacks are to be worn on the waist with no portion of an undergarment showing. Jeans or other 5-pocket pants are not permitted. Slacks should not have visible exterior pockets.
- Skirts and dresses should cover the knee so that the knee is not visible.
- All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage. T-shirts, shirts without collars, low cut, tank and/or racer back tops of any kind are not appropriate.
- For safety purposes, earrings must not dangle more than one (1) inch below the ear.
- Clothing or jewelry with logos that depict and/or promote gangs, drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
- Hair, makeup and/or jewelry should be discreet and not distract from learning.

- Appropriate shoes must be worn at all times. Footwear such as flip flops, sneakers, and sandals with an open back are not appropriate for business attire.

There may be occasional non-dress code days at City Heights Prep. On these days, the Administration will notify staff of appropriate attire. At all times, cultural sensitivity and safety are guidelines.

In all matters of appearance, employees are expected to demonstrate good judgment, cultural sensitivity, and professional taste. Courtesy to coworkers and students and your professional image to students, parents and other visitors should be the factors that are used to assess that you are dressing in business attire that is appropriate. Please do not wear anything that other employees, students, parents of visitors might find offensive, inappropriate or that might make them uncomfortable.

Telework Policy

CH Prep recognizes approved teleworking as a necessary work arrangement while the School is closed during the ongoing coronavirus (“COVID-19”) pandemic. This policy details conditions and requirements which apply to all temporary telework assignments during the School’s closure due to COVID-19.

Definition

Teleworking allows employees to work at home or in an approved remote location for all or part of their regular workweek. Teleworking is not an entitlement, nor is it a school-wide benefit. This temporary arrangement in no way alters or changes the terms and conditions of employment with the School, and the promulgation of this Policy creates no employee rights in relation to teleworking. Furthermore, the School has the right to refuse to make telework available to an employee and to terminate a telework assignment without cause at any time in its sole and unreviewable discretion.

General Requirements

Employees shall not telework unless they receive advance written approval from the School. Employees shall make arrangements with their supervisor and co-workers to address on-site job demands that arise, including returning to the work site to perform certain job duties as needed or as directed by their supervisor. Employees shall be responsible for following all School policies and procedures when teleworking. Employees shall also be solely responsible for the performance of their telework duties; assistance from third parties is strictly prohibited.

Nonexempt employees will be required to (1) record all hours worked as assigned by the School and (2) take and document applicable meal/rest periods. Nonexempt employees must also receive written approval from a supervisor prior to working additional hours or overtime. Failure to comply with timekeeping and work hours requirements may result in disciplinary action, up to and including termination from employment.

Eligibility Considerations

Consideration will be given to employees who work in positions adaptable for telework assignments, particularly those who have demonstrated work habits and performance well-suited to successful teleworking. In the sole discretion of the School and its management, the following eligibility factors will be considered:

- The employee has a position where effective communication can be accommodated electronically;
- The employee’s telework assignment will not be detrimental to the productivity or work quality of other employees or the effective operation of the School;
- The employee must be able to perform work from home or an approved remote location without distractions or unnecessary risk to the security of School data, records, networks, or confidentiality generally;

- The employee’s equipment and software must meet the School’s guidelines/standards, and the employee’s needs for Information Technology (“IT”) support must be minimal;
- Telework sites must be in California;
- The employee must be effective at working independently for extended periods of time;
- The employee has demonstrated or can demonstrate effective time-management skills by completing tasks efficiently and within any required deadlines;
- The employee must maintain connections with work groups or teams from their remote work location; and
- The employee has no recent or pending corrective or disciplinary actions.

Supervisor Responsibilities

Supervisors managing employees who have been permitted to telework must effectively:

- Implement the telework policy/guidelines;
- Conduct remote supervision;
- Understand the technology and tools necessary for successful remote supervision; and
- Establish communication protocols with telework employees, including making continued efforts to involve teleworking employees in office/department events, messages, etc. as applicable to preserve teamwork.

Supervisors will assess each employee’s progress on a telework assignment periodically to ensure the employee’s compliance with telework requirements, and address any work-related issues, including completing evaluations and other performance management as appropriate.

Communication and Accessibility

Employees and supervisors must determine how communication between the teleworking employee, the worksite, and/or other employees also teleworking will be handled. Employees shall keep their supervisor and as needed, their co-workers or other School stakeholders (e.g., students and/or parents), informed of their availability so these individuals know how and when to reach the employee during the employee’s telework assignment. Employees must be accessible by phone and email at all times to their supervisor, co-workers, School stakeholders, and the School generally during assigned work hours. Employees must notify their supervisors if they leave their telework site during agreed upon hours, aside from applicable meal and rest periods. Employees must post their telework schedule on their calendar, including applicable meal and rest periods. Employees must also remain flexible in their scheduling, and shall be available to attend staff meetings and other meetings as required by their supervisor.

Safety

The telework space is considered an extension of the School’s worksite. Employees will have the same responsibility for safe practices, accident prevention, and accident/injury reporting as in the regular worksite. In case of injury, accident, theft, loss, or tort liability related to telework, the employee must immediately report the event to their supervisor and allow the School or its authorized agent to investigate and/or inspect the telework site as needed.

Employees are responsible for establishing and maintaining a designated, adequate workspace at their telework location. When the telework location is the employee’s home, the employee is responsible for ensuring the location is safe (free from hazards and other dangers to the employee or equipment), clean, professional, and free of distractions (e.g., children, pets, electronic devices, etc.).

Supplies, Equipment, and Furniture

The School will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines, facsimile equipment or software, and photocopiers) for each telework assignment on a case-by-case basis. The School will not provide office furniture

for the workspace at home.

OPTION 1: All necessary technology equipment will be supplied and maintained by the School, subject to availability. Equipment supplied by the School is to be used for work purposes only. Employees must sign an inventory of all School property and agree to protect the items from damage or theft. Employees shall not be entitled to reimbursement for their use of School property. Employees shall be held liable to the School whenever their wrongful or negligent act or omission causes loss, theft, disappearance, damage to, or destruction of School property. Upon cessation of a telework assignment, all School property must be returned to the School.

Information Security and Confidentiality

Employees must never provide any third parties access to the School network or share network access passwords, and must comply with all policies and procedures related to information security and network access.

Consistent with the School's expectations of information security for employees working at the office, teleworking employees must ensure that their telework location is secure and communications provided or sensitive work performed from the telework location remain confidential, away from the presence of family members or guests. Any School materials taken home, such as confidential personnel or pupil records, must be kept in a secure space within the telework location and not be made accessible to any third parties, including the employee's family members or guests. Steps which employees may take to increase security of School materials/information include use of locked file cabinets and desks, regular password maintenance, shielding computer monitors, and any other actions appropriate for the position and the telework location.

Performance Standards

Employees must maintain the same or an improved level of productivity and work quality while teleworking. If productivity and/or work quality begin to decline, the telework assignment will be reevaluated to determine if changes can be made or termination of the telework assignment is warranted. Telework allows a high amount of flexibility for an employee to complete their work in a timely and proper manner, and it is expected that employees will not abuse this opportunity by allowing their productivity or work quality to decline.

Professional Boundaries

Employees must maintain appropriate levels of professionalism when interacting remotely with students and/or student's family members in full compliance with the School's "Professional Boundaries: Staff/Student Interaction" policy and as summarized below:

- Limit communications with students to issues involving School activities or classes only;
- Ensure professional communications with students by avoiding conversations of an overly personal, inappropriate, sexual, offensive, or indecent nature;
- Respect the privacy rights of students by ensuring communications and/or documents involving confidential pupil information are safeguarded appropriately;
- Maintain the same degree of formality as would be appropriate when working on-site, including in manner of speech, tone, method of communication, and appearance and dress, particularly when the employee may be communicating with students via video chat; and
- Continue to comply with any and all School policies, including enforcing appropriate student behavior and student discipline, child abuse and neglect reporting protocols, and prohibitions on harassment or other inappropriate conduct.

Employees who fail to demonstrate acceptable professional boundaries during a telework assignment may be subject to disciplinary action, up to and including termination from employment.

Evaluation and Duration

Evaluation of employee performance during the teleworking assignment may include daily interaction by video, phone and/or email between the employee and the supervisor, and weekly face-to-face and/or video meetings whenever possible to discuss work progress and problems, as needed.

The School may modify or terminate telework assignments at any time, with or without cause or advance notice. Although not required, the School shall endeavor to provide seven (7) days' notice of the modification or termination of any telework assignment whenever possible. All telework assignments shall be subject to termination upon resumption of regular onsite duties at the School following the COVID-19 pandemic.

Health and Safety Policy

CH Prep 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 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

CH Prep 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 Director. All employees must secure their workplace at the end of each workday. 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 workstation 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 Director when keys are missing or if security access codes or passes have been breached.

Occupational Safety

CH Prep 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. CH Prep'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.

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

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 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 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 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. CH Prep will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must

be previously authorized by the Director. CH Prep 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.

All adjustments to pay are preceded by an amendment to the Employment Agreement. It is the responsibility of the employee to address any perceived eligibility for a change in rate of pay.

Paydays

For all employees, paydays are scheduled on the 15th and the last day of each month. Each paycheck will include earnings for all reported work performed through the end of the payroll period. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive their pay on the next day of work after the day(s) off. If an employee observes any error on their paycheck, they must report it immediately to the 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 Director will discuss the situation with the employee.

Medical Benefits

Eligibility

CH Prep will contribute the following per month per employee towards the cost of full-time employee benefits:

- Employee (S) – Employer Contribution per Month - \$800
- Employee (SS) – Employer Contribution per Month - \$1,200
- Employee (SD 0-26) – Employer Contribution - \$1,200
- Employee (F) – Employer Contribution – \$1,600

Employees are eligible for medical coverage if they are a full-time regular employee working for the School. "Full-time" employee means that the employee is hired to work at least thirty (30) hours per week.

Employees scheduled to work at least twenty (20) hours per week are eligible to purchase benefits through the School's benefits program, however, they are not eligible for the employer contribution. Independent contractors, consultants and leased employees (i.e., those working for an employment agency) are not employees of the School and are not eligible for benefits provided by the School. Employees with questions regarding their classification must consult with Director.

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.

Health Insurance

Full-time employees are entitled to health insurance benefits in accordance with the School's health insurance plan as set forth in the Summary Plan Description ("SPD"). The employee's portion of monthly premiums will be deducted from the employee's paycheck.

If medical insurance premium rates increase, employees may be required to contribute to the cost of increased premiums to retain coverage. Unless otherwise mandated by law, employees on a leave of absence of more than thirty (30) days are responsible for selecting continuing health coverage and paying the full premium for such coverage. Failure to timely request and pay for such coverage will result in the loss of coverage.

When Coverage Starts

Coverage begins on the first day of employment, or on the first day of the next month if hired mid-month. An enrollment form must be submitted to the Director as soon as possible. This form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for an employee's 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.

CH Prep 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. CH Prep 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;
- CH Prep 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 Director or designee. 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 Director, and that they are aware of its contents.

On a periodic basis, the Director will review employee job performance with an employee in order to establish goals for future performance and to discuss current performance. CH Prep'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 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. CH Prep 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 Director. Only the 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 AND LEAVES

Holidays

CH Prep calendar reflects any and all holidays observed by the School. The following holidays are generally observed by public entities, including public schools:

- Christmas Day
- Day before Christmas
- Eid
- Friday after Thanksgiving
- Independence Day
- Juneteenth
- Labor Day
- Martin Luther King Jr. Birthday
- Memorial Day
- New Year's Day
- President's Day
- Veteran's Day
- Thanksgiving

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 Director. The employee will be paid if the religious holiday is taken as an earned paid leave day (i.e., 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.

Unpaid Leave of Absence

CH Prep 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. Leave for any reason not outlined in this policy as paid leave is considered unpaid leave. Any leave of absence must be approved in advance by the School. Please submit a Leave Request at least two (2) days in advance of any requested leave. Any leave taken without an approved Leave Request is considered unexcused leave, except as disallowed by law.

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) or a designated person (i.e., a person identified by the employee at the time the employee requests sick leave) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees are limited to one (1) designated person per twelve (12) month period. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking. Additionally, employees may also take paid sick leave when the School is closed due to a public health emergency or to care for a child whose childcare or school is closed due to a public health emergency. Sick leave may not be taken for personal absences.

Paid sick leave is available to all School employees who work at least two (2) hours in one or more calendar weeks. All eligible employees shall be credited with ten (10) days of sick leave at the beginning of each work year.

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 carries over from year to year, subject to a cap of four hundred (400) hours. Certificated employees may transfer unused sick leave to CalSTRS for service credit upon retirement. Classified employees may elect to cash out up to eight (80) hours of sick leave at the end of each school year, and shall receive such cash out at the time of separation, at a rate to be determined by the School based upon budget stability. Otherwise, the School does not pay employees in lieu of accrued unused sick leave upon separation from employment.

Employees are required to notify the school as soon as possible when using sick leave. Please call or text the School Director to make notification. Notification is not complete until the employee has received confirmation. Email is not an appropriate method of notification for sick leave.

If an employee is absent longer than five (5) days due to illness, medical evidence of illness and/or medical certification of fitness to return to work satisfactory to the School may be required. The School will not tolerate abuse or misuse of sick leave privileges. 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.

Family Care and Medical Leave

This policy explains how CH Prep 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, or designated person for CFRA purposes. “Designated person” refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship. Employees are limited to one (1) designated person per twelve (12) month period.
4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.
5. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.

Amount of FMLA/CFRA Leave Which May Be Taken

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.

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.

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.

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

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.

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.

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

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.

If the employee is seeking additional wage replacement while on the FMLA leave, then according to the California Family Rights Act, employees must file and qualify for either State Disability Insurance (SDI) or Paid Family Leave (PFL) through the State of California. SDI and PFL can serve as a percentage of wage replacement for up to fifty-two (52) weeks and eight (8) weeks, respectively, and that percentage of wage replacement is determined by the State of California.

If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA leave, the employee may also use School-provided paid leave such as any unused sick time during the allotted twelve (12) months. Provided the employee received SDI or PFL through the State of California, and has exhausted all their remaining sick leave time, CH Prep will compensate the employee for a maximum of two (2) weeks of paid leave, subject to a cap. The maximum amount of supplemental compensation shall be 50% of the employee’s weekly salary for no more than two (2) weeks.

Health Benefits

The provisions of the CH Prep’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.

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

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have “failed to return from leave” if he/she works less than thirty (30) days after returning from FMLA/CFRA leave; and
2. The employee’s failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA/CFRA leave, or other circumstances beyond the control of the employee.

Seniority

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

Medical Certifications

1. An employee requesting FMLA/CFRA leave because of his/her own or a relative’s serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School’s request for certification) may result in denial of the leave request until such certification is provided.
2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee’s health care provider to authenticate a certification as needed.
3. If the School has reason to doubt the medical certification supporting a leave because of the employee’s own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

Procedures for Requesting and Scheduling FMLA/CFRA Leave

1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the Principal. An employee asking for a Request for Leave form will be given a copy of the School’s then-current FMLA/CFRA leave policy.
2. Employees should provide not less than thirty (30) days’ notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an

emergency or was otherwise unforeseeable.

3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
7. CH Prep 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

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.

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).

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.

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 (PDL)

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 1/3 weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis.

For example, for an employee who works twenty (20) hours per week, "four months" means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks). For an employee who normally works forty-eight (48) hours per week, "four months" means 832 hours of leave entitlement (48 hours per week times 17 1/3 weeks).

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

Pay during Pregnancy Disability Leave

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

CH Prep shall provide continued health insurance coverage while an employee is on a 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. CH Prep 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

- 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.
- 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

- An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Director. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
- 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.
- Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
- Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
- If an employee needs intermittent leave or leave on a reduced 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.
- 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

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:

- 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.
- 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.

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).

In accordance with CH Prep 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.

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 (Worker's Compensation)

CH Prep, 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 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 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. CH Prep, 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 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 may require drug/alcohol testing along with any medical treatment provided to the employee.

Military and Military Spousal Leave of Absence

CH Prep 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, employees 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, CH Prep 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.

CH Prep 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

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of bereavement leave due to the death of a covered family member (spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law). All employees are entitled to up to three (3) days of pay during bereavement leave. Bereavement leave must be utilized within three (3) months of the covered family member's date of death.

Bereavement pay will not be used in computing overtime pay. Upon request, an employee may be required to provide documentation of the death of a covered family member.

Reproductive Loss Leave

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

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 Director at least two (2) days' notice.

School Appearance and Activities Leave

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

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

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

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

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

Victims of Abuse Leave

CH Prep 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 CH Prep 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 CH Prep 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, CH Prep 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 Director.

Employment during Leave

No employee, including an employee 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.

Returning From Leave of Absence

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

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Director thirty (30) days' notice before returning from leave.

Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If employees need further information regarding Leaves of Absence, they should be sure to consult the 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.

- Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
- Unprofessional conduct.
- Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
- Failure to properly supervise students and/or failure to prioritize the health, safety and well-being of students, including inappropriate/rude teasing, joking or otherwise humiliating students.
- Any action, failure to act or a standard of work that would inhibit the School from meeting the standards set forth in its charter.
- Behavior that undermines the functioning of the School as a productive team.

- An unwillingness to receive constructive feedback regarding workplace performance.
- 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.
- Damaging, defacing, unauthorized removal, destruction, theft or carelessness of another employee's property or of School property.
- Fighting or instigating a fight on School premises.
- Violations of the drug, alcohol and smoking policy.
- Using or possessing firearms, weapons or explosives of any kind on School premises.
- Gambling on School premises.
- 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.
- Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record the clock card.
- Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
- Conducting personal business during business hours and/or unauthorized use of telephone lines and/or internet for personal matters.
- Excessive absenteeism or tardiness excused or unexcused.
- Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
- Immoral or indecent conduct.
- Conviction of a criminal act.
- Engaging in sabotage or espionage (industrial or otherwise).
- Violations of the sexual harassment policy.
- Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
- Sleeping during work hours.
- Release of confidential information without authorization.
- Any other conduct detrimental to other employees or the School's interests or its efficient operations.
- Refusal to speak to supervisors or other employees or students/parents.
- Dishonesty.
- 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:

1. Additional employment that conflicts with an employee's work schedule, duties, or responsibilities at our School.
2. Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
3. Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.
4. 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.
5. 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. CH Prep 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 Director regarding their intention as far in advance as possible. At least four (4) 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.

COMPLAINTS AGAINST PERSONNEL POLICY

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 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. The purpose of this 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 School Director or Board of Directors to express their work-related concerns. All concerns should be submitted in writing to the School Director. If the complaint concerns the School Director, the complainant may submit his/her concern to the Board Chair.

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 School Director or designee:

1. The complainant will bring the matter to the attention of the School 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 School Director or designee will then investigate the facts and provide a solution or explanation;
3. The School 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;
4. In the event that the School Director (or designee) finds that a complaint against an employee is valid, the Director (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Director (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
5. The School 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.
6. If the complaint is about the School Director, the complainant may file his or her complaint in a signed writing to the Chair of the School's Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third-party investigator on behalf of the Board. The Board Chair or investigator will report 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 reasonably possible, complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the party involved. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the School Director or designee:

1. The complainant will bring the matter to the attention of the School 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;
3. The School Director or designee will then investigate the facts and provide a solution or explanation;
4. The School 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;
5. In the event that the School Director (or designee) finds that a complaint against an employee is valid, the School Director (or designee) may take appropriate disciplinary action against the employee. As appropriate, the School Director (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
6. The School 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.
7. If the complaint is about the School Director, the complainant may file his or her complaint in writing to the Chair of the School's Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Board Chair or investigator will report his or her findings to the Board for review and action, if necessary.

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 Chair (if a complaint is about the School Director) or the School 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.

CH Prep 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.

All Board approved policies take precedence over the Employee 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 Director/CEO or Board Chair/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.

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

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

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

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur?: _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed): _____

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

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

Signature of Complainant

Name

Date

School Use Only:

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.) (Attached additional pages, if needed): _____

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

Signature of Complainant

Name

Date

School Use Only:

Received by: _____

Date : _____

CITY HEIGHTS PREP

CHARTER SCHOOL

Parent/Guardian & Student Handbook 2024-2025

Our Mission and Vision

The mission of City Heights Prep is to provide an excellent neighborhood based and college preparatory education for middle and high school students in City Heights.

It is our vision to see City Heights Prep graduates succeed in the college or university of their choice; prepared to become community leaders who work for positive change in City Heights and beyond.

4260 54th Street San Diego, CA 92115
(619) 795-3137
www.cityheightsprep.org

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General Information

City Heights Prep Contact Information

School Office: (619) 795-3137

Email: office@cityheightsprep.org

School Schedule

Instructional Hours:

Monday – Friday 8:30 a.m. – 3:40 p.m.

In- Person After School Programs:

Study Hall:

Monday – Thursday 3:45 p.m. – 4:30 p.m.

There is supervision for students during school hours only, unless they are participating in after school program. If students are participating in a after school program, supervision is provided only in the activity area(s).

For their own safety, students are not allowed to loiter on campus outside of school hours.

Breakfast is served every morning at 9:55 a.m. in class.

Students are considered tardy if they arrive at school after 8:30 a.m.

Policies, Procedures– Annual Notices

Academic Work Policies

Students have a limited amount of time to make up any schoolwork. Except in cases of prolonged excused absence, students must make up work by the following week to receive partial credit. A failing grade is a D (students on track for A-G completion only) or an F.

Attendance

Students are expected to be at school on time every day. If at all possible, make appointments and schedule other activities after school hours or during school breaks. If you must take your child out early, please get a **Permit to Leave Grounds** slip from the School Office. In the case of frequent absences, School staff may make a home visit, as well as counsel students and parent/guardian on attendance.

Absences

A parent or legal guardian must verify all absences. When your child is absent, please call the School Office at (619) 795-3137 as early as possible on the day of absence. Any absence that is not verified within a week is considered an unexcused absence.

Tardies

School begins at **8: 30 a.m.** and students are expected to be in their classroom at this time. **Any student arriving after 8:30 a.m. will report to the School Office to get a tardy slip before reporting to class.** In the event of excessive tardies, a meeting will be scheduled between parent/guardian and the Director.

A complete copy of the Attendance Policy is available for review at the main office and on 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.

Bicycles/Scooters/Skateboards

Students who ride or bring wheeled toys to school do so at their own risk. The school takes no responsibility. With permission, students may store these items in a designated area. Students may never ride on campus. The campus begins at the sidewalk outside of school. The privilege of bringing a bike/scooter/skateboard to school may be revoked at any time.

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 over age 18 years of age 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.

California Healthy Kids Survey

The Charter School will administer the California Healthy Kids Survey (“CHKS”) to students at grades, seven, nine, and eleven whose parents or guardians provide 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.

Campus Search and Seizure

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

The California Constitution requires that all students and staff of public schools have the inalienable right to attend campuses which are safe, secure, and peaceful. As such, Charter School has adopted a Policy outlining the reasonable search of students and their property, student use areas, and/or student lockers and the seizure of illegal, unsafe, unauthorized or contraband items and materials through a search based upon reasonable suspicion.

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

The Charter School is not prohibited from seizing/confiscating a student's personal electronic device, without searching its contents, if the student's use or possession of the private electronic device is in violation of Charter School rules or regulations.

Cancer Prevention Act

Students in the state are advised to adhere to current immunization guidelines, as recommended by the Advisory Committee on Immunization Practices (ACIP) of the federal Centers for Disease Control and Prevention (CDC), the American Academy of Pediatrics, and the American Academy of Family Physicians, regarding full human papillomavirus (HPV) immunization before admission or advancement to the eighth grade level of any private or public elementary or secondary school.

Because the vaccine is more effective when given at younger ages, two doses of HPV vaccine are recommended for all kids between the ages of 9 to 12 years, and the second dose should be given before the start of 8th grade. Kids who wait until later to get their first dose of HPV vaccine may need three doses.

HPV vaccination can prevent over 90 percent of cancers caused by HPV. HPV vaccines are very safe, and scientific research shows that the benefits of HPV vaccination far outweigh the potential risks.

Cell Phone & Other Electronic Devices

Students are discouraged from bringing cell phones or other electronic devices to school. If brought to school, student assumes all responsibility. While on campus, all students must keep cell phones off and in their backpacks.

Private devices may be used:

- Off campus before or after school.
- Before or after any Charter School sponsored activity occurring before or after the regular school day.
- In the case of an emergency, or in response to a perceived threat of danger.
- When a teacher or administrator of the Charter School grants permission to a student to possess

or use a private device, subject to any reasonable limitation imposed by that teacher or administrator.

- When a licensed physician and surgeon determines that the possession or use of a private device is necessary for the health or well-being of the student.
- When the possession or use of a private device is required in a student's individualized education program ("IEP").

Private devices shall be turned off and shall not be used:

- During instructional classroom time, including assemblies, and any other school activity, which takes place during the regularly scheduled school day on or off campus.
- During break periods, between class periods, or during lunch.
- During events sponsored by the Charter School held before or after regular school hours.
- On field trips or excursions sponsored by the Charter School.

If you need to contact your child during instructional time, please call the School Office at (619) 795-3137 and we will deliver the message to your student. The school is not responsible for lost or stolen cell phones.

- First offense: Parent/guardian will be notified; cell phone confiscated and returned only to parent/guardian.
- Second offense: Parent/guardian will be notified; cell phone confiscated for one week; returned only to parent/guardian.
- Third offense: Parent/guardian will be notified: student is NOT allowed to have a cell phone at school for the remainder of the year.

A complete copy of the Cell Phones & Other Electronic Devices Policy is available for review at the main office or on the school website.

Changes in Contact Information

For emergency purposes, we must have updated information on each student. **Please notify the School Office immediately of any changes in address, phone numbers, or authorizations for student release.** We will be unable to notify you of important announcements and information regarding your student without an updated number.

General Complaint Policy

The Charter School has adopted a General Complaint Policy to address concerns about the Charter School generally and/or regarding specific Charter School employees. For complaints regarding unlawful discrimination, harassment, intimidation or bullying, unlawful pupil fees, or other specific perceived violations of state or federal laws, please refer to the Charter School's Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy and/or the Charter School's Uniform Complaint Policy and Procedures. For all other complaints, the General Complaint Policy, the General Complaint Form, and accompanying procedures will be appropriate.

A complete copy of the General Complaint Policy is available for review at the main office and on the school website.

Concussion/Head Injuries

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

City Heights Prep Board

City Heights Prep's Board makes our financial and policy decisions. All Board meetings are open to the public to attend. If you are interested in serving on the Board, please see the Director for more information.

Diabetes

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.

Dress Code

At City Heights Prep, we believe that appropriate dress and grooming contribute to a productive learning environment.

Our dress code is designed to help students learn to conduct themselves in a professional manner.

Shoes with open backs are never permitted at school. In all matters of appearance, students are expected to demonstrate good judgment, cultural sensitivity, and professional taste. Please do not wear anything that staff, students, parent/guardian or visitors might find offensive, inappropriate or that might make them uncomfortable.

If students do not follow the dress code, consequences may include but are not limited to sending a note home, detention, and a meeting with parent/guardian.

A complete copy of the Student Dress Code is available for review at the main office 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:

- “*Foster youth*” means any of the following:
 1. A child who has been removed from their home pursuant to Section 309 of the California Welfare and Institutions Code (“WIC”).
 2. A child who is the subject of a petition filed pursuant to WIC section 300 or 602 (whether or not the child has been removed from the child’s home by juvenile court).
 3. A child who is the subject of a petition filed pursuant WIC section 602, has been removed from the child’s home by the juvenile court, and is in foster care.
 4. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
 - a. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
 - b. The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.
 - c. The nonminor is participating in a transitional independent living case plan.
 5. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court.¹
 6. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.
- “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.
- “Child of a military family” refers to a student who resides in the household of an active duty military member.
- “Currently Migratory Child” refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the Charter School from another Local

¹ The Charter School shall not require an Indian tribe or tribal court representative to certify that any student is a dependent of an Indian tribe, consortium of tribes, or tribal organization.

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.

- “*Newcomer pupil*” is a person aged 3 to 21 years, who was not born in any of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, and has not been attending one or more schools in any one or more of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, for more than three (3) full academic years.
- “*Educational Rights Holder*” (“ERH”) means a parent, guardian, or responsible adult appointed by a court to make educational decisions for a minor pursuant to WIC sections 319, 361 or 726, or a person holding the right to make educational decisions for the student pursuant to Education Code section 56055.
- “*School of origin*” means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which the student was last enrolled, or if there is some other school that the foster youth attended within the immediately preceding 15 months, the Charter School liaison for foster youth, in consultation with and with the agreement of the foster youth and the ERH for the youth, shall determine, in the best interests of the foster youth, the school that shall be deemed the school of origin. For a foster youth who is an individual with exceptional needs as defined in Education Code section 56026, “school” as used in the definition of “school of origin” includes a placement in a nonpublic, nonsectarian school as defined in Education Code section 56034, subject to the requirements of Education Code section 56325.
- “*Best interests*” means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the opportunity to be educated in the least restrictive educational program and the foster youth’s access to academic resources, services, and extracurricular and enrichment activities that are available to all Charter School students.
- “*Partial coursework satisfactorily completed*” includes any portion of an individual course, even if the student did not complete the entire course.

Within this notice, foster youth, former juvenile court school pupils, a child of a military family, a currently migratory child, and a newcomer pupil 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” or “ERH.”

Foster and Mobile Youth Liaison: The Director or designee designates the following staff person as the Liaison for Foster and Mobile Youth:

Merdin Mohammed
Assistant Director
4260 54th Street, San Diego, CA, 92115

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 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 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.

If the Charter School operates an intersession program, Charter School shall grant priority access to foster youths. Notwithstanding any other law, if the foster youth will be moving during an intersession period, the pupil's educational rights holder, or Indian custodian in the case of an Indian child, shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on nonschooldays, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

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 newcomer pupils who are in their third or fourth year of high school, shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a Foster and Mobile Youth is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer, the length of the student's school enrollment, or, for students with significant gaps in school attendance, the student's age as compared to the average age of students in the third or fourth year of high school, may be used, whichever will qualify the student for the exemption. For a newcomer pupil, enrollment in grade 11 or 12, based on the average age of students in the third or fourth year of high school, may be used to determine whether the student is in their third or fourth year of high school.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the parent, 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 and consult with students who are exempted from the Charter School's additional graduation requirements and the student's ERH. The consultation shall include all of the following:

1. Discussion regarding how any of the requirements that are waived may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution.
2. Discussion and information about other options available to the pupil, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
3. Consideration of the pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption.

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption.

If a Foster and Mobile Youth who was eligible for an exemption and 1) was not properly notified of the availability of the exemption, or 2) previously declined the exemption pursuant to this Policy, the Charter School shall exempt the student within thirty (30) days of the exemption request, if an exemption is requested by the student or the student's ERH and the student at one time qualified for the exemption, even if the student is no longer a Foster and Mobile Youth or the court's jurisdiction of the pupil has terminated.

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 Foster and Mobile Youth.

The Charter School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the Charter School determines the student is reasonably able to complete the Charter School's additional graduation requirements by the end of the student's fifth year of high school, the Charter School shall do the following:

1. Consult with the student and the student's ERH regarding the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements, consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.
2. Consult with the student, and the ERH for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Consult with and provide information to the student and the student's ERH 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 student's ERH.
5. For a student identified as a foster youth, consult with the student, and the student's ERH, regarding the student's option to remain in the school of origin.

Through January 1, 2028, upon making a finding that a Foster and Mobile Youth **is not reasonably able to complete the Charter School's additional graduation requirements but is reasonably able to complete state coursework requirements specified in Education Code Section 51225.3** within the student's fifth year of high school, the Executive Director or designee shall exempt the pupil from Charter School's graduation requirements and provide pupil the option of remaining in school for a fifth (5th) year to complete the statewide coursework requirements. Charter School shall consult with the Foster and Mobile Youth and their ERH regarding all of the following:

1. The pupil's option to remain in school for a fifth year to complete the statewide coursework requirements.
2. How waiving the local educational requirements and remaining in school for a fifth year may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to an institution of higher education.
3. Whether any other options are available to the pupil, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
4. The pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements.

If a Foster and Mobile Youth is not eligible for an exemption in the year in which the pupil transfers between schools, or for a newcomer pupil, is not eligible for an exemption in the student's third year of high school, because Charter School makes a finding that the pupil is reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, then Charter School shall do the following:

1. Within the first 30 calendar days of the **following** academic year, Charter School shall reevaluate eligibility;
2. Provide written notice to the pupil, the pupil's ERH, and the pupil's social worker or probation officer, if applicable, whether the pupil qualifies for an exemption upon reevaluation, based on the course completion status of the pupil at the time of reevaluation, to determine if the pupil continues to be reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school.

3. If, given their course completion status at that time the reevaluation is conducted, the pupil is not reasonably able to complete Charter School additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, the Charter School shall provide written notice to the pupil and the pupil's ERH of the pupil's options to:
 - i. Receive an exemption from all coursework and other requirements adopted by the governing board body of Charter School that are in addition to the statewide coursework requirements specified in Section 51225.3, or
 - ii. Upon agreement with the pupil's ERH, stay in school for a fifth year to complete the Charter School's additional graduation requirements.

The pupil (if not a minor) or the pupil's ERH shall have sole discretion whether to accept the exemption, based on the pupil's best educational interests.

Reporting Requirements: Charter School shall report to the California Department of Education ("CDE") annually on the number of pupils who, for the prior school year, graduated with an exemption from the Charter School's graduation requirements that are in addition to the statewide coursework requirements. This data shall be reported for pupils graduating in the fourth year and fifth year cohorts, and shall be disaggregated by cohort, pupil category, race, and disability status. The CDE shall make this data publicly available on an annual basis aligned with other reporting timelines for the California dashboard graduation data. For purposes of this notice, "pupil category" means the categories of pupils identified in the "Definitions" section of this Policy, above.

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 pupil, 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 pupil'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 parental/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 of 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 Director or designee designates the following staff person as the School Liaison for homeless students (42 U.S.C. § 11432(g)(1)(J)(ii)):

Merdin Mohammed
Assistant Director
4260 54th Street, San Diego, CA, 92115

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, and through the annual housing questionnaire administered by the Charter School
2. Homeless students enroll in and have a full and equal opportunity to succeed at 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/>

Housing Questionnaire: Charter School shall administer a housing questionnaire for purposes of identifying homeless children and youth. Charter School shall ensure that the housing questionnaire is based on the best practices developed by the CDE. Charter School shall annually provide the housing questionnaire to all parents/guardians of students and to all unaccompanied youths at Charter School. The housing questionnaire shall include an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth. The housing questionnaire shall be available in paper form. The housing questionnaire shall be available in English, and if fifteen (15) percent or more of the students enrolled at Charter School speak a single primary language other than English, it shall also be written in the primary language. The questionnaire shall be translated into other languages upon request of a student's parent/guardian or an unaccompanied youth. Charter School shall collect the completed housing questionnaires and annually report to the CDE the number of homeless children and youths and unaccompanied youths enrolled. (Education Code Section 48851.)

School Stability: The Charter School will work with homeless students and their parent/guardian to ensure that each student is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students, including, but not necessarily limited to, interscholastic sports. All decisions regarding a homeless student's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Homeless students have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a homeless student 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). The Charter School will also immediately enroll any homeless student 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).

Homeless students have the right to remain in their school of origin following the termination of the child's status as a homeless student as follows:

1. For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.
2. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

If the Charter School operates an intersession program, Charter School shall grant priority access to homeless students. Notwithstanding any other law, if the homeless student will be moving during an intersession period, the pupil's parent, guardian, educational rights holder, Indian custodian² in the case of an Indian child, or, if none of the preceding are applicable, an accompanied homeless student themselves shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on nonschooldays, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

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, the length of the student's school enrollment, or, for pupils with significant gaps in school attendance, the pupil's age as compared to the average age of pupils in the third or fourth year of high school may be used, whichever will qualify the student for the exemption.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the student's ERH, and the School Liaison of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify and consult with students who are exempted from the Charter School's additional graduation requirements and the student's ERH. The consultation shall include all of the following:

1. Discussion regarding how any of the requirements that are waived may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution.
2. Discussion and information about other options available to the pupil, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
3. Consideration of the pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption.

² "Indian custodian" means any Indian person who has legal custody of an Indian child under tribal law or custom or under State law or to whom temporary physical care, custody, and control has been transferred by the parent of such child. *Section 1903 of Title 25 of the United States Code*

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption.

If a homeless student who was eligible for an exemption and 1) was not properly notified of the availability of the exemption, or 2) previously declined the exemption pursuant to this Policy, the Charter School shall exempt the student within thirty (30) days of the exemption request, if an exemption is requested by the student or the student's ERH and the student at one time qualified for the exemption, even if the student is no longer homeless.

An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the student no longer meets the definition of a homeless child.

The Charter School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the Charter School determines the student is reasonably able to complete the Charter School's additional graduation requirements by the end of the student's fifth year of high school, the Charter School shall do the following:

1. Consult with the student and the student's ERH regarding the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements, consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.
2. Consult with the student, and the ERH for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Consult with and provide information to the student and the student's ERH 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 student's ERH.
5. Consult with the student, and the student's ERH, regarding the student's option to remain in the school of origin.

Through January 1, 2028, upon making a finding that a homeless student **is not reasonably able to complete the Charter School's additional graduation requirements but is reasonably able to complete state coursework requirements specified in Education Code Section 51225.3** within the student's fifth year of high school, the Executive Director or designee shall exempt the pupil from Charter School's graduation requirements and provide pupil the option of remaining in school for a fifth (5th) year to complete the statewide coursework requirements. Charter School shall consult with the homeless student and the student's ERH regarding all of the following:

1. The pupil's option to remain in school for a fifth year to complete the statewide coursework requirements.
2. How waiving the local educational requirements and remaining in school for a fifth year may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to a institution of higher education.
3. Whether any other options are available to the pupil, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
4. The pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements.

If a homeless student is **not** eligible for an exemption in the year in which the pupil transfers between schools, because Charter School makes a finding that the pupil is reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, then Charter School shall do the following:

1. Within the first 30 calendar days of the **following** academic year, Charter School shall reevaluate eligibility;
2. Provide written notice to the pupil, the ERH, and the pupil's social worker or probation officer, if applicable, whether the pupil qualifies for an exemption upon reevaluation, based on the course completion status of the pupil at the time of reevaluation, to determine if the pupil continues to be reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school.
3. If, given their course completion status at that time the reevaluation is conducted, the pupil is not reasonably able to complete Charter School additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, the Charter School shall provide written notice to the pupil and the ERH of the pupil's options to:
 - iii. Receive an exemption from all coursework and other requirements adopted by the governing board body of Charter School that are in addition to the statewide coursework requirements specified in Section 51225.3, **or**
 - iv. Upon agreement with the ERH, stay in school for a fifth year to complete the Charter School's additional graduation requirements.

The pupil (if not a minor) or the ERH shall have sole discretion whether to accept the exemption, based on the pupil's best educational interests.

Reporting Requirements: Charter School shall report to the California Department of Education (“CDE”) annually on the number of pupils who, for the prior school year, graduated with an exemption from the Charter School’s graduation requirements that are in addition to the statewide coursework requirements. This data shall be reported for pupils graduating in the fourth year and fifth year cohorts, and shall be disaggregated by cohort, pupil category, race, and disability status. The CDE shall make this data publicly available on an annual basis aligned with other reporting timelines for the California dashboard graduation data.

Acceptance of Course Work: The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a homeless student.

The Charter School will provide homeless students credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the homeless student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

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 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.

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.

Homework Policy

Homework may be assigned every night. All assignments are listed in Google Classroom. Homework is an important part of our academic program and students are expected to complete their homework on time, every day. Disciplinary action may be taken when students do not complete homework on time. Most importantly, missing homework negatively affects student grades.

Human Trafficking Prevention

California has the highest number of incidents of human trafficking in the U.S., and all students may be vulnerable. Charter School believes it is a priority to inform our students about (1) prevalence, nature of and strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance, and (2) how social media and mobile device applications are used for human trafficking.

In accordance with the California Healthy Youth Act, 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 at the front office 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.

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.

Immunizations

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 are 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 attendance 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 include:

Child’s Grade	List of shots required to attend school
TK/K-12 Admission	<p>Diphtheria, Tetanus and Pertussis (DTaP) - Five (5) doses Polio - Four (4) doses Measles, Mumps, and Rubella (MMR) - Two (2) doses Hepatitis B (Hep B) - Three (3) doses Varicella (chickenpox) – Two (2) doses</p> <p>NOTE: 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>

Entering 7th Grade	<p>Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap) - One (1) dose Varicella (chickenpox) - Two (2) doses</p> <p>NOTE: 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 listed for grades K-12 as well as requirements for 7th 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>
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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.

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, 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, 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.

Universal School Meals Program

The Charter School participates in the National School Lunch Program. Pursuant to California law, the Charter School shall make available a nutritionally adequate breakfast and a nutritionally adequate lunch free of charge and with adequate time to eat, during each schoolday to any student who requests a meal without consideration of the student's eligibility for a federally funded free or reduced-price meal, with a maximum of one (1) free breakfast meal and one (1) free lunch meal during each schoolday. This shall apply to all pupils in kindergarten through grade twelve (12).

Applications for school meals are included in the first day packets to all families and can also be obtained on the Charter School website and in the main office. All families are encouraged to complete the application form. Completed application forms can be returned to the main office.

Based on a parent/guardian's annual earnings, a parent/guardian may be eligible to receive the Earned Income Tax Credit from the Federal Government (Federal EITC). The Federal EITC is a refundable federal income tax credit for low-income working individuals and families. The Federal EITC has no effect on certain welfare benefits. In most cases, Federal EITC payments will not be used to determine eligibility for Medicaid, Supplemental Security Income, food stamps, low-income housing, or most Temporary Assistance For Needy Families payments. Even if you a parent/guardian does not owe federal taxes, they must file a federal tax return to receive the Federal EITC. Be sure to fill out the Federal EITC form in the Federal Income Tax Return Booklet. For information regarding your eligibility to receive the Federal EITC, including information on how to obtain the Internal Revenue Service (IRS) Notice 797 or any other necessary forms and instructions, contact the IRS by calling 1-800-829-3676 or through its website at www.irs.gov.

A parent/guardian may also be eligible to receive the California Earned Income Tax Credit (California EITC) starting with the calendar year 2015 tax year. The California EITC is a refundable state income tax credit for low-income working individuals and families. The California EITC is treated in the same manner as the Federal EITC and generally will not be used to determine eligibility for welfare benefits under California law. To claim the California EITC, even if you do not owe California taxes, you must file a California income tax return and complete and attach the California EITC Form (FTB 3514). For information on the availability of the credit eligibility requirements and how to obtain the necessary California forms and get help filing, contact the Franchise Tax Board at 1-800-852-5711 or through its website at www.ftb.ca.gov.

Charter School shall allow students, teachers, and staff to bring and carry water bottles. Water bottles may be excluded from libraries, computer labs, science labs, and other places where it is deemed dangerous to have drinking water. Charter School may develop additional policies regarding the types of water bottles that may be carried.

Charter School adheres to all applicable requirements regarding placement and maintenance of water bottle refilling stations on campus.

Charter school shall encourage water consumption through promotional and educational activities and signage that focus on the benefits of drinking water and highlight any water bottle filling stations that are located on campus.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, Charter School is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

mail:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

fax:

(833) 256-1665 or (202) 690-7442; or

email:

Program.Intake@usda.gov

Charter School is an equal opportunity provider.

The Charter School also maintains a School Wellness Policy pursuant to state and federal requirements. A copy of the complete Wellness Policy and Universal School Meals Policy are available upon request at the main office and on the school website.

Students are to eat in designated areas and to be dismissed by supervisors. Each student will contribute to the maintenance of the breakfast and lunch areas. For safety reasons, only staff members are allowed to supervise students in the cafeteria.

Breakfast

Breakfast is served in the classrooms.

Lunch

If your child does not wish to partake in the school lunch offerings, please provide a meal from home.

Medication

The Charter School is responsible for overseeing the administration of medication to students during the regular school day. Any student who is or may be required to take, during the regular school day, prescription or non-prescription medication prescribed or ordered for the student by an authorized health care provider, must have certain required documentation on file. If your child needs to be administered medication during the school, please call the School Office at (619)795-3137. A copy of the Charter School's complete Administration of Medications Policy is available for review at the main office.

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. The following resources are available to your child:

Available on Campus:

- **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 619-795-3137. 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 a [INSERT NAME] at [INSERT PHONE NUMBER] to request an evaluation.
- **Prescription medication while on campus** – if your child requires prescription medication during school hours and you would like assistance from School staff in providing this medication to your child, please contact a [INSERT NAME] at [INSERT PHONE NUMBER].

Available in the Community:

- African Alliance Assistance
Address: 5952 El Cajon Blvd., San Diego, CA, 92115 Telephone: 619-286-9052
- Center for Community Counseling (SDSU)
Services in English and Spanish; sliding scale (\$5 - \$50) Address: 4283 El Cajon Blvd. #215, San Diego, CA, 92105 Telephone: 619-594- 4918, ext. 2
- Community Assessment Team (CAT) – Social Advocates for Youth (SAY) Address: 4275 El Cajon Blvd., San Diego, CA, 92105
Telephone: 619 – 582 – 9056 or 619-283 - 9624
- Family Health Centers
Address: 5454 El Cajon Blvd, San Diego, CA, 92115 Telephone: 619-515-2400

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.

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 Board of Directors shall not refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction or any book or other resource in a school library on the basis that it includes a study of the role and contributions of Native Americans, African Americans, Latino Americans, Asian Americans, Pacific Islanders, European Americans, LGBTQ+ Americans, persons with disabilities, or members of other ethnic, cultural, religious, or socioeconomic status groups.

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. 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.

Pursuant to California law and the California Attorney General’s guidance to K-12 schools in responding to immigration issues (“Guidance”), Charter School provides equal access to free public education, regardless of a student’s or their parent’s or guardian’s immigration status or religious beliefs. The complete Guidance, including *Appendix G – Know Your Rights* can be reviewed via the following link: <https://oag.ca.gov/sites/all/files/agweb/pdfs/bcj/school-guidance-model-k12.pdf>

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). 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. 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 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. 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. Elias Vargas
School Director
4260 54th Street, San Diego, CA, 92115

The lack of English language skills will not be a barrier to admission or participation in Charter School’s programs or activities. Charter School prohibits retaliation against anyone who files a complaint or who participates or refuses to participate in a complaint investigation.

Opioid Information Sheet

The Charter School annually provides each athlete with an Opioid Factsheet for Patients published by the Centers for Disease Control and Prevention. The athlete and, if the athlete is 17 years of age or younger, the athlete’s parent or guardian shall sign a document acknowledging receipt of the Opioid Factsheet for Patients and return that document to the Charter School before the athlete initiates practice or competition. The fact sheet is available at:

<https://www.cdc.gov/drugoverdose/pdf/AHA-Patient-Opioid-Factsheet-a.pdf>

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 and on the school website.

Physical Examinations and Right to Refuse

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

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

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. Elias Vargas
School Director/CEO
City Height Preparatory Charter School
4260 54th Street
San Diego, CA 92115
(619) 795-3137

A copy of the UCP is available upon request at the main offices 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 Director.

Safe Storage of Firearms

The purpose of this notice is to inform and to remind parents and legal guardians of all students at the Charter School of their responsibilities for keeping firearms out of the hands of children as required by California law. There have been many news reports of children bringing firearms to school. In many instances, the child obtained the firearm(s) from his or her home. **These incidents can be easily prevented by storing firearms in a safe and secure manner, including keeping them locked up when not in use and storing them separately from ammunition.**

To help everyone understand their legal responsibilities, this notice spells out California law regarding the storage of firearms. Please take some time to review this notice and evaluate your own personal practices to assure that you and your family are in compliance with California law:

- With very limited exceptions, California makes a person criminally liable for keeping any firearm, loaded or unloaded, within any premises that are under their custody and control where that person knows or reasonably should know that a child is likely to gain access to the firearm without the permission of the child's parent or legal guardian, and the child obtains access to the firearm and thereby (1) causes death or injury to the child or any other person; (2) carries the firearm off the premises or to a public place, including to any preschool or school grades kindergarten through twelfth grade, or to any school-sponsored event, activity, or performance; or (3) unlawfully brandishes the firearm to others.
 - The criminal penalty may be significantly greater if someone dies or suffers great bodily injury as a result of the child gaining access to the firearm.
- With very limited exceptions, California also makes it a crime for a person to negligently store or leave any firearm, loaded or unloaded, on their premises in a location where the person knows or reasonably should know that a child is likely to gain access to it without the permission of the child's parent or legal guardian, unless reasonable action is taken to secure the firearm against access by the child, even where a minor **never** actually accesses the firearm.
- In addition to potential fines and terms of imprisonment, as of January 1, 2020, a gun owner found criminally liable under these California laws faces prohibitions from possessing, controlling, owning, receiving, or purchasing a firearm for 10 years.
- Finally, a parent or guardian may also be civilly liable for damages resulting from the discharge of a firearm by that person's child or ward.

The county or city may have additional restrictions regarding the safe storage of firearms. Thank you for helping to keep our children and schools safe. Remember that the easiest and safest way to comply with the law is to keep firearms in a locked container or secured with a locking device that renders the firearm inoperable.

School Safety Plan and Asbestos Management 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.

The Charter School has also established an Asbestos Management Plan. The Plan is available upon request at the main office.

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 Director. A copy of the Charter School's Section 504 policies and procedures is available upon request at the main office and on the school website.

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 student’s health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions about the student’s attitudes concerning or practices relating to sex) may be administered to students 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

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 El Dorado County Charter 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 Phanny April Sa, Intern Education Specialist, 619-795-3137.

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.

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 two (2) business days after the day the Charter School receives a request for access. Parents or eligible students should submit to the Charter School Executive Director 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 Executive Director 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 Executive Director 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 a 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. The 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 the 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 Director at: 619-795-3137. A copy of the complete Policy is available upon request at the main office and on the school website.

Student Behavior

At City Heights Prep, we respect ourselves, each other, and our environment. Discipline consequences may include detention, suspension, and in some cases, expulsion from City Heights Prep. Please refer to the Suspension and Expulsion Policy and Zero Tolerance Policy within the Appendix. Students should refrain from invading the personal space of others. Play fighting and "rough housing" are never allowed at school.

School Rules

1. Be respectful
2. Be responsible
3. Be ready to learn

Student Problem Solving Steps

1. Tell the person to stop, i.e., say, "Please stop [describe behavior]".
2. Ignore the behavior or move away from the person.
3. Ask an adult for help.

Classroom Expectations

Classroom management is the responsibility of each teacher and based on our schoolwide expectations. Teachers will communicate their expectations to students and share them with parent/guardian through parent/guardian events, conferences, and other home-school communication.

Interventions and Consequences

Should student behavior become a concern, teachers will typically contact parent/guardian first unless there is an immediate risk to the student or others, in which case students may be sent immediately to the School Office. In addition, some of the interventions that may be used include: temporary classroom time-out, time-out in another classroom, or recess/after school detention/Saturday School. School staff may work with parent/guardian and the student to develop individual behavior goals as well as other behavior contracts. Consequences for referrals to the School Office include may be verbal and written apologies, cleaning up after damage to property, conflict resolution, time out and isolation, in-school suspension, and out-of-school suspension. Persistent disruption and/or major offenses may result in disciplinary action up to and including suspension and/or expulsion. Abuse of another person (child or adult) is not tolerated at any time. If you have a concern with any disciplinary decision made, you are encouraged to contact the School. By enrolling at City Heights Prep, you are agreeing to support both School rules and the decisions made regarding interventions and/or consequences when students do not follow school rules.

Student Drop Off/Pick Up and Parking

There is no supervision provided before 7:30 or after 3:40 (unless students are in after school program). Students will be unattended if they arrive before/after these hours and/or do not report to designated school after program areas. Students must be dropped off either on the street or in the parking lot on the East side of Altadena Ave. Please do not drive into the parking lots on the West side of Altadena Avenue as it is a safety hazard for students!

Student Release During School Hours

Students must have a signed Permit to Leave School Grounds Form before leaving campus during the day. Students will **only** be released to an adult whose name appears on a current Enrollment Card. For student safety, all adults must visit the School Office and show a picture ID or the student will **not** be released.

Transportation

The School may use parent or staff chaperones to transport students to and from fieldtrips. You must sign a "Permission to Transport Student Form" to either give or deny permission for staff/parent chaperones to transport your student on these occasions. The form is located at the front office.

All students who are transported in a school bus or school student activity bus (including in any motor vehicle by school chaperones) shall receive instruction in school bus emergency procedures and passenger safety. A copy of the School's complete Transportation Safety Plan is located in the main office and on the school website.

Study Hall

At City Heights Prep, we expect that students will pursue academic excellence and we want to help them achieve this goal. We provide Study Hall Monday through Thursday where students are welcome to go for Homework help.

Sudden Cardiac Arrest Prevention and Automated External Defibrillators

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

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.

Suspension and Expulsion Policy and Zero Tolerance Policy

City Heights Prep hopes that we do not have to suspend or expel students and will work with families to prevent suspensions or expulsions. If a suspension becomes necessary we will follow the City Heights Prep Suspension and Expulsion Policy and Zero Tolerance Policy (See Appendix).

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 School Director at 619 – 795 - 3137 to obtain this information.

Technology Policy and Acceptable Use Agreement

Use of school owned technology is a privilege. Students and parent/guardian must sign the Student Use of Technology Policy in order to access school technology. City Heights Prep relies heavily on technology for its instructional programs. If a student is unable to use technology responsibly, it will not be possible for the student to participate in the educational program.

A complete copy of the Policy is available for review at the main office and on the school website.

Telephone Calls to Classrooms

Teachers or students will not be called to the phone during instructional time. Please discuss special arrangements with your child at home. In the event of an emergency, the School Office will relay a message to your child. If you need to speak to a teacher, please leave a message at the school office (619) 795-3137. The teacher will return the call when it does not interfere with instruction.

Toys

Toys of any type are not allowed at school. Teachers may confiscate and parent/guardian may be notified.

Visitors & Volunteers

For safety reasons, every person must check-in at the School Office before entering the school grounds. Please do not enter a classroom unless you have checked in at the School Office.

We welcome parent/guardian involvement at City Heights Prep Charter School and there are many ways to be involved. Feel free to contact the School Office or your child’s classroom teacher for more information. **All regular volunteers must have a TB screening, a background check, and an approved volunteer application on file.** Contact the School Office for further forms and information.

When you are visiting or volunteering, please sign in at the School Office and obtain a visitor’s badge. In order to maintain the learning environment, we ask that no other children accompany you to a classroom, except to attend classroom performances.

All visitors are asked to comply with current mandated and recommended health and safety protocols. Visitors (including volunteers) who demonstrate signs of a contagious disease (e.g. fever, coughing) may be denied registration. When recommended or requested by the Department of Public Health, visitors will be required to wear personal protective equipment, such as masks, and practice social distancing. Charter School reserves the right to implement additional measures for the protection of its school community, such as requiring forehead temperature checks before entry to the same extent being utilized for students and employees.

Managing Aggressive or Inappropriate Behavior from Parent/Guardian and Visitors to our School:

City Heights Prep Charter School encourages close links with parent/guardian and the community. We believe that students benefit when the relationship between home and school is a positive and open one. The majority of parents/guardians, caregivers, and others visiting our school, work well with us and are supportive of our school. However, on the rare occasions when a negative attitude towards the school or a staff member is expressed or demonstrated, this can result in aggression and verbal or physical abuse directed toward school staff. In this case, the School Administration will take appropriate action to

preserve the safety, well- being and learning environment for our students and staff.

A complete copy of the Visitors & Volunteers Policy is available for review in the main office and on the school website.

Uniform Complaint Procedure (“UCP”)

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. Unlawful discrimination includes, but is not limited to, noncompliance with Education Code section 243(a).
2. Complaints alleging a violation of state or federal law or regulation governing the following programs:
 - Accommodations for Pregnant, Parenting or Lactating Students;
 - Adult Education;
 - Career Technical and Technical Education;
 - Career Technical and Technical Training;
 - Child Care and Development Programs;
 - Consolidated Categorical Aid;
 - Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
 - Every Student Succeeds Act;
 - Migrant Education Programs;
 - Regional Occupational Centers and Programs; and/or
 - School Safety Plans.
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 Director 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. Elias Vargas
School Director/CEO
City Height Preparatory Charter School
4260 54th Street
San Diego, CA 92115
(619) 795-3137

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 Charter School’s Board of Directors approved the LCAP or the annual update was adopted by Charter School.

The Compliance Officer responsible for investigating the complaint shall conduct and complete the investigation in accordance with California regulations and in accordance with 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 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 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 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 Charter School, a copy of 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. Charter School failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, Charter School's Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in Charter School's Decision are not supported by substantial evidence.
4. The legal conclusion in Charter School's Decision is inconsistent with the law.
5. In a case in which Charter School's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

A complainant who appeals 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 Charter School finds merit in a UCP complaint, or the CDE finds merit in an appeal, 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 Director.

Use of Student Information Learned from Social Media

The Charter School complies with all federal, state, and local guidelines regarding the gathering and/or maintenance of information about any enrolled student obtained from social media in the student's educational record. The Charter School gathers student information from social media. Such information shall be maintained in the Charter School's records with regard to the student and shall be destroyed

within one (1) year after a student turns 18 years of age or within one (1) year after the student is no longer enrolled in the Charter School, whichever occurs first. A non-minor student or a student's parent or guardian may access the student's records for examination of the information, request the removal of information or corrections made to information gathered or maintained by the Charter School by contacting the Executive Director.

APPENDIX: COMPLETE POLICIES

City Heights Prep Suspension and Expulsion Policy

Adopted/Ratified: October 27, 2012

Revision Date: September 25, 2020

The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

- (i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.
- (ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:
 - (iii) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.
 - (iv) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.
- (v) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform the pupil, the pupil's parent or guardian, or the pupil's educational rights holder of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii). [Education Code § 47605(c)(5)(J)]

Policy

At City Heights Prep, suspension and expulsion procedures exist to ensure a safe and effective learning environment. Successful procedures provide for due process, are specific and concrete, and are supported by the school community. City Heights Prep regards suspension and expulsion as a last resort.

Additionally, the Suspension and Expulsion Policy and Procedures have been established in order to promote learning and protect the safety and wellbeing of all students at City Heights Prep. In creating this policy, City Heights Prep has reviewed Education Code Section 48900 et seq. which describe the offenses for which students at noncharter schools may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish its list of offenses and procedures for suspensions, expulsions, and involuntary removal. The language that follows is largely consistent with the language of Education Code Section 48900 et seq. City Heights Prep is committed to annual review of policies and procedures surrounding suspensions, expulsions, and involuntary removals, and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

Consistent with this Policy, it may be necessary to suspend or expel a student from regular classroom instruction. This shall serve as City Heights Prep's policy and procedures for student suspension, expulsion, and involuntary removal, and it may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements. City Heights Prep staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed annually as part of the Family/Student Handbook which will clearly describe discipline expectations.

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

City Heights Prep administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this Policy and its Procedures are available upon request at the School Director/Principal's office and/or main office.

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 City Heights Prep has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. City Heights Prep will follow all applicable federal and state laws including but not limited to the applicable provisions of the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian 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 the student, the student's parent/guardian, or educational rights holder of the basis for which the student is being involuntarily removed and the student's parent/guardian, or educational rights holder's right to request a hearing to challenge the involuntary removal. If a student's 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.

Procedures

A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; or d) during, going to, or coming from a school-sponsored activity.

B. Enumerated Offenses

1. Discretionary Suspension Offenses. Students may be suspended when it is determined the student:
 - 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 a student's own prescription products by a student.
 - 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) 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 only apply to students in any of grades 9-12, 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 policy, “hazing” means a method of initiation or preinitiation into a student 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 student. For purposes of this policy, “hazing” does not include athletic events or school-sanctioned events.
- q) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 6 to 12, inclusive.
- s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 6 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 provision shall apply to students in any of grades 6 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 their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with their academic performance.
 - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - 2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual student 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 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 subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
- iii. An act of cyber sexual bullying.
 - (a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- v) A student 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 student 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).
 - 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 School Director/Principal or designee's concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion when it is determined the student:
 - 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 School Director/Principal 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 or committed a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

3. Discretionary Expellable Offenses: Students may be recommended for expulsion when it is determined the student:
 - 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 a student's own prescription products by a student.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this policy, “hazing” means a method of initiation or preinitiation into a student 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 student. For purposes of this policy, “hazing” does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 6 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 provision shall apply to students in any of grades 6 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 provision shall apply to students in any of grades 6 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 their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with their academic performance.
 - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

- 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 student 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 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 subparagraph (1) above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this policy, “cybersexual 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 student 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 student 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).

- 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 School Director/Principal or designee's concurrence.
3. 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 student:
- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device 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 School Director/Principal 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 or committed a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

If it is determined 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 destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The Charter School will use the following definitions:

- The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.
- The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.
- The term "destructive device" means any explosive, incendiary, or poison gas, including but not limited to: (A) bomb; (B) grenade; (C) rocket having a propellant charge of more than four ounces; (D) missile having an explosive or incendiary charge of more than one-quarter ounce; (E) mine; or (F) device similar to any of the devices described in the preceding clauses.

B. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the School Director/Principal or designee with the student and the student's parent/guardian and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the School Director/Principal or designee.

The conference may be omitted if the School Director/Principal or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If 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 student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days, unless the student 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 student for failure of the student's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent/guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student as well as the date the student may return to school following the suspension. In addition, the notice may also state the time when the student may return to school. If Charter 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 Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the School Director/Principal or designee, the student and the student's parent/guardian or representative will be invited to a conference to determine if the suspension for the student should be extended pending 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 student or the student's parent/guardian, unless the student and the student's parent/guardian fail to attend the conference.

This determination will be made by the School Director/Principal or designee upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student'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 student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student 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 student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

C. 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 Charter School Board of Directors following a hearing before it or by the Charter School Board of Directors upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board of Directors as needed. The Administrative

Panel shall consist of at least three (3) members who are certificated and neither a teacher of the student nor a member of the Charter School Board of Directors. 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.

D. Expulsion 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 School Director/Principal or designee determines that the student has committed an expellable offense and recommends the student for expulsion.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under the Family Educational Rights and Privacy Act) unless the student 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 student. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

E. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five (5) days notice of their scheduled testimony; (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent/guardian, or legal counsel; and (c) elect to have the hearing closed while testifying.
2. 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 entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
4. The entity 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 entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.
7. If one or both of the support persons is also a witness, 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 entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the 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 their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.

Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

9. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary 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.

F. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

G. 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. 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 expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have their testimony heard in a session closed to the public.

I. Expulsion Decision

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board of Directors, which will make a final determination regarding the expulsion. The Board of Directors shall make the final determination regarding the expulsion within ten (10) school days following the conclusion of the hearing. The decision of the Board of Directors is final.

If the Administrative Panel decides not to recommend expulsion, or the Board of Directors ultimately decides not to expel, the student shall immediately be returned to their previous educational program.

The Board of Directors may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's previous educational program under a probationary status and rehabilitation plan to be determined by the Board. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Board of Directors may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student conduct. If the Board revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Board of Directors shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The Board of Directors shall further comply with the provisions set forth under Education Code Section 48917, except as otherwise expressly set forth herein.

J. Written Notice to Expel

The School Director/Principal or designee, following a decision of the Board of Directors to expel, shall send written notice of the decision to expel, including the Board of Directors' adopted findings of fact, to the student and student's parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The School Director/Principal or designee shall send a copy of the written notice of the decision to expel to the chartering authority. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

K. Disciplinary Records

City Heights Prep shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the chartering authority upon request.

L. No Right to Appeal

The student shall have no right of appeal from expulsion from City Heights Prep as the Charter School Board of Directors' decision to expel shall be final.

M. Expelled Students/Alternative Education

Parents/guardians of students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. City Heights Prep shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

N. Rehabilitation Plans

Students who are expelled from the City Heights Prep shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the student may reapply to City Heights Prep for readmission.

O. Readmission or Admission of Previously Expelled Student

The decision to readmit a student after the end of the student's expulsion term or to admit a previously expelled student from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board of Directors following a meeting with the School Director/Principal or designee and the student and student's parent/guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The School Director/Principal or designee shall make a recommendation to the Board of Directors following the meeting regarding the School Director/Principal's or designee's determination. The Board shall then make a final decision regarding readmission or admission of the student 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 student's readmission is also contingent upon City Heights Prep's capacity at the time the student seeks readmission or admission to City Heights Prep.

P. Notice to Teachers

City Heights Prep shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Q. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities

1. Notification of SELPA

City Heights Prep shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that City Heights Prep or the SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, City Heights Prep, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the 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/504 Plan.

If City Heights Prep, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If City Heights Prep, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that City Heights Prep 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/guardian and City Heights agree to a change of placement as part of the modification of the behavioral intervention plan.

If City Heights Prep, the parent/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then City Heights Prep may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or City Heights Prep believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or City Heights Prep, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent/guardian and City Heights Prep 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 City Heights Prep 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 the 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

City Heights Prep 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 School Director/Principal or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

City Heights Prep 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 City Heights Prep supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent/guardian has requested an evaluation of the child.
- c. The child's teacher, or other City Heights Prep personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If City Heights Prep knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If City Heights Prep had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. City Heights Prep 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.

City Heights Prep shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Professional Boundaries: Staff/Student Interaction Policy

Adopted/Ratified: September 25, 2020

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

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

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

- A. Examples of PERMITTED actions (NOT corporal punishment)
 - 1. Stopping a student from fighting with another student;
 - 2. Preventing a pupil from committing an act of vandalism;
 - 3. Defending yourself from physical injury or assault by a student;
 - 4. Forcing a pupil to give up a weapon or dangerous object;
 - 5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
 - 6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

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

Acceptable and Unacceptable Staff/Student Behavior

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

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

For the purposes of this policy, the term “boundaries” is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member’s perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

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

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

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

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

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

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

Cautionary Staff/Student Behaviors

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

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

Acceptable and Recommended Staff/Student Behaviors

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

Title IX Policy Prohibiting Discrimination on the Basis of Sex

Board Policy Revised: September 6, 2024

This Title IX Policy Prohibiting Discrimination on the Basis of Sex (“Policy”) contains the policies and grievance procedures of City Heights Preparatory Charter School (“City Heights Prep”) to prevent and address sex discrimination, including but not limited to sexual harassment, sex-based hostile environment harassment, discrimination based on pregnancy or related conditions, sex-based discrimination in access to athletics or educational resources, and retaliation against a person who has reported sex discrimination.

City Heights Prep does not discriminate on the basis of sex and prohibits any acts of sex discrimination in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq.*) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.³ City Heights Prep will take actions to promptly and effectively end any sex discrimination in its education program or activity, prevent its recurrence, and remedy its effects.

This Policy applies to conduct occurring in City Heights Prep’s education programs or activities on or after August 1, 2024 including but not limited to incidents occurring on the school campus, during school-sponsored events and activities regardless of the location, and through school-owned technology, whether perpetrated by a student, parent/guardian, employee, volunteer, independent contractor or other person with whom City Heights Prep does business.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 (hereinafter collectively referred to as “Title IX”) may be referred to the City Heights Prep Title IX Coordinator, the Office for Civil Rights of the U.S. Department of Education, or both.

Definitions

Prohibited Sex Discrimination

Title IX and California law prohibit discrimination on the basis of sex, including sex-based harassment and differences in the treatment of similarly situated individuals on the basis of sex with regard to any aspect of services, benefits, or opportunities provided by City Heights Prep. Discrimination on the basis of sex includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

Prohibited Sex-Based Harassment

Under Title IX, “sex-based harassment” means conduct on the basis of sex that satisfies one or more of the following:

- Quid pro quo harassment occurs when an employee, agent, or other person authorized by City Heights Prep to provide an aid, benefit, or service under City Heights Prep’s education program or activity explicitly or impliedly conditions the provision of such an aid, benefit, or service on a person’s participation in unwelcome sexual conduct.

³ City Heights Prep complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports and complaints of misconduct prohibited by this Policy.

- Hostile environment harassment is unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from City Heights Prep's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
 - The degree to which the conduct affected the complainant's ability to access City Heights Prep's education program or activity;
 - The type, frequency, and duration of the conduct;
 - The parties' ages, roles within City Heights Prep's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
 - The location of the conduct and the context in which the conduct occurred; and
 - Other sex-based harassment in City Heights Prep's education program or activity.

- Sexual assault, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.

- Dating violence, meaning violence committed by a person:
 - Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - The length of the relationship;
 - The type of relationship; and
 - The frequency of interaction between the persons involved in the relationship.

- Domestic violence, meaning felony or misdemeanor crimes committed by a person who:
 - Is a current or former spouse or intimate partner of the victim under applicable family or domestic violence laws, or a person similarly situated to a spouse of the victim;
 - Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
 - Shares a child in common with the victim; or
 - Commits acts against a youth or adult victim who is protected from those acts under applicable family or domestic violence laws.

- Stalking, meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
 - Fear for the person's safety or the safety of others; or
 - Suffer substantial emotional distress.

Under California Education Code section 212.5, sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through City Heights Prep.

Examples of conduct that may fall within the Title IX definition of sex-based harassment, the Education Code definition of sexual harassment, or both:

- Physical assaults of a sexual or sex-based nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults.
 - Intentional physical conduct that is sex-based or sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, poking another's body, violence, intentionally blocking normal movement or interfering with work or school because of sex.
- Unwanted sexual advances or propositions, derogatory sex-based comments, or other sex-based conduct, such as:
 - Sexually oriented or sex-based gestures, notices, epithets, slurs, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
 - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.
 - Retaliation against an individual who has articulated a good faith concern about sex-based harassment.
- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
 - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
 - Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations above are not to be construed as an all-inclusive list of sex-based harassment acts prohibited under this Policy.

Complainant means a student or employee who is alleged to have been subjected to conduct that could constitute sex-based discrimination, or a person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination and who was participating or attempting to participate in City Heights Prep's education program or activity at the time of the alleged sex discrimination. Complaints may also be made by: (1) a parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or (2) City Heights Prep's Title IX Coordinator. For complaints of sex discrimination other than sex-based harassment, complaints can also be made by any student, employee, or other person who was participating or attempting to participate in City Heights Prep's education program or activity at the time of the alleged sex discrimination.

Complaint means an oral or written request to City Heights Prep that objectively can be understood as a request for City Heights Prep to investigate and make a determination about alleged sex discrimination.

Confidential Employee means an employee of City Heights Prep whose communications are privileged or confidential under Federal or State law (e.g., a licensed therapist or psychologist, etc.) or an employee whom City Heights Prep has designated as confidential under Title IX for the purpose of providing services to persons related to sex discrimination.

Party means a complainant or respondent.

Respondent means a person who is alleged to have violated City Heights Prep's prohibition on sex discrimination.

Supportive Measures are individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to a party to (1) restore or preserve that party's access to City Heights Prep's education program or activity, including measures that are designed to protect the safety of the parties or City Heights Prep's educational environment; or (2) provide support during City Heights Prep's grievance procedures or during an informal resolution process.

Title IX Coordinator

The Board of Directors of City Heights Prep ("Board") has designated the following employee as the Title IX Coordinator ("Coordinator"):

Merdin Mohammed
Assistant Director
4260 54th Street, San Diego, CA, 92115
(619) 795-3137
Email: mmohammed@cityheightsprep.org

In the event the above-named individual becomes unavailable or unable to serve as the Coordinator, the Board has designated the following employee to serve as a temporary or interim Coordinator until a new Coordinator is designated:

Dr. Elias Vargas
School Director
4260 54th Street, San Diego, CA, 92115
619-795-3137
evargas@cityheightsprep.org

The Coordinator is responsible for coordinating City Heights Prep's efforts to comply with the requirements of Title IX, receiving reports and complaints of sex discrimination and inquiries about the application of Title IX, addressing reports and complaints of sex discrimination and taking other actions as required by this Policy, monitoring for barriers to reporting conduct that reasonably may constitute sex discrimination, and taking steps reasonably calculated to address such barriers.

The Coordinator may serve as an investigator and/or decisionmaker for complaints, except in cases where doing so would constitute a conflict of interest. The Coordinator may delegate one or more of their duties to one or more designees who have received the required Title IX training and do not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. However, the Coordinator must at all times retain ultimate oversight over those responsibilities and ensure City Heights Prep's consistent compliance with Title IX.

Reporting Sex Discrimination

All employees who are not a confidential employee must promptly notify the Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination under Title IX. This requirement does not apply to an employee when the employee is the person who was subjected to the conduct that reasonably may constitute sex discrimination.

Students are expected to report all incidents of misconduct prohibited by this Policy. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Executive Director, Coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. City Heights Prep will promptly and effectively investigate and respond to all oral and written complaints and reports of misconduct prohibited by this Policy. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Privacy

City Heights Prep acknowledges and respects every individual's right to privacy. All reports and complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes but is not limited to keeping the identity of the reporter and other personally identifiable information confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or designee on a case-by-case basis.

Retaliation

City Heights Prep 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 complaint in accordance with the grievance procedures set forth in this Policy.

Nothing in this Policy precludes City Heights Prep from requiring an employee or other person authorized by City Heights Prep to provide aid, benefit, or service under City Heights Prep's education program or activity to participate as a witness in, or otherwise assist with, an investigation or proceeding under this Policy.

Confidential Employees

Contact information for the confidential employees at City Heights Prep, if any, can be found on the City Heights Prep website or obtained from the Coordinator.

A confidential employee's status as confidential, for Title IX purposes, is only with respect to information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applies or with respect to information received about sex discrimination in connection with providing services to persons related to sex discrimination.

A confidential employee must explain the following to any person who informs them of conduct that reasonably may constitute sex discrimination under Title IX:

- The employee's status as confidential for purposes of Title IX, including the circumstances in which the employee is not required to notify the Coordinator about conduct that reasonably may constitute sex discrimination;
- How to contact the Coordinator and how to make a complaint of sex discrimination; and
- That the Coordinator may be able to offer and coordinate supportive measures, as well as initiate an informal resolution process or an investigation under the grievance procedures.

Coordinator's Response to Reports of Sex Discrimination

When notified of conduct that reasonably may constitute sex discrimination, the Coordinator or designee must:

- Treat complainants and respondents equitably;
- Promptly offer and coordinate supportive measures, as appropriate, for the complainant;
- If grievance procedures are initiated or an informal resolution process is offered; offer and coordinate supportive measures, as appropriate, for the respondent; and
- Notify the complainant or, if the complainant is unknown, the reporting individual, of the grievance procedures and informal resolution process, if available and appropriate. If a complaint is made, the Coordinator will notify the respondent of the same.

In response to a complaint, the Coordinator will initiate the grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties. In the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, the Coordinator must determine whether to initiate a complaint by considering, at a minimum:

- Complainant's request not to proceed with a complaint and the complainant's reasonable safety concerns;
- Risk that additional acts of sex-based discrimination would occur if a complaint is not initiated;
- Severity of the alleged conduct, including whether the discrimination, if established, would require removal or discipline of a respondent to end the discrimination and prevent its recurrence;
- The age and relationship of the parties, including whether the respondent is an employee;
- The scope of the alleged conduct including but not limited to whether there is a pattern, ongoing conduct, or impact to multiple individuals;
- The availability of evidence and the complainant's willingness to participate in the grievance procedures; and
- Whether City Heights Prep could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

The Coordinator may initiate a complaint if the conduct as alleged presents an imminent and serious threat to the health or safety of the complainant or other person, or prevents City Heights Prep from ensuring equal access on the basis of sex to its education program or activity. The Coordinator or designee must notify the complainant before

initiating a complaint and appropriately address reasonable safety concerns, including by providing supportive measures.

The Coordinator will take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within City Heights Prep's education program or activity.

Supportive Measures

Once notified of conduct that reasonably may constitute sex discrimination under Title IX, the Coordinator or designee will promptly contact the complainant to offer and coordinate supportive measures, as appropriate, for the complainant. If the grievance procedures are initiated or informal resolution is offered, the Coordinator or designee will offer and coordinate supportive measures, as appropriate, for the respondent.

Supportive measures may include but are not limited to: counseling; extensions of deadlines and other course-related adjustments; campus escort services; increased security and monitoring of certain areas of the campus; restrictions on contact applied to one or more parties; leaves of absence; changes in class, work, housing, or extracurricular or any other activity, regardless of whether there is or is not a comparable alternative; and training and education programs related to sex-based harassment.

Supportive measures must not unreasonably burden either party or be imposed for punitive or disciplinary reasons. Supportive measures will be designed to protect the safety of the parties or City Heights Prep's educational environment, or to provide support during the grievance procedures or the informal resolution process.

Parties may contact the Coordinator to discuss modification of any supportive measures. Parties also have the opportunity to seek modification or termination of a supportive measure applicable to them if circumstances change materially.

If the party is not satisfied with the Coordinator's decision on the request to modify supportive measures, the party may contact Elias Vargas, School Director, at 619 – 795 – 3137 or evargas@cityheightsprep.org, who is an appropriate and impartial employee or who may designate such an employee, to seek modification or reversal of City Heights Prep's decision to provide, deny, modify, or terminate supportive measures applicable to them. The impartial employee is someone other than the Coordinator who made the challenged decision and has the authority to modify or reverse the decision.

If a party is a student with a disability, the Coordinator must consult with one or more members of the student's IEP Team and 504 Team, if any, in the implementation of supportive measures for that student.

Informal Resolution

At any time prior to determining whether sex discrimination occurred under City Heights Prep's Title IX grievance procedures, City Heights Prep may offer an informal resolution process to the parties. City Heights Prep does not offer or facilitate informal resolution to resolve a complaint that includes allegations that an employee engaged in sex-based harassment of an elementary school or secondary school student, or when such a process would conflict with Federal, State, or local law.

Before initiation of the informal resolution process, the parties will be provided with notice that explains:

- The allegations;
- The requirements of the informal resolution process;

- The right to withdraw and initiate or resume the grievance procedures;
- That the parties' agreement to a resolution at the conclusion of the informal resolution process precludes the parties' use of the grievance procedures arising from the same allegations;
- The potential terms that may be requested or offered in an informal resolution agreement (e.g., restrictions on contact and participation in activities or events) including notice that an informal resolution agreement is binding only on the parties; and
- What information is retained and whether and how it may be disclosed by City Heights Prep for use in grievance procedures if the grievance procedures are initiated or resumed.

Parties will not be required or pressured to agree to participate in the informal resolution process. City Heights Prep will obtain the parties' voluntary consent to participate in the informal resolution process. Parties may end the informal resolution process and proceed with the grievance procedures at any time.

The facilitator of the informal resolution process will not be the same person as the investigator or the decisionmaker in the grievance procedures. The facilitator cannot have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The Coordinator will take appropriate prompt and effective steps to ensure sex discrimination does not continue or recur.

Grievance Procedures

Scope and General Requirements

City Heights Prep has adopted these grievance procedures to provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in City Heights Prep's education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX. Upon receipt of a complaint, the Coordinator or designee will promptly initiate these grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties.

City Heights Prep requires that any Title IX Coordinator, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. A decisionmaker may be the same person as the Coordinator or investigator.

City Heights Prep will treat complainants and respondents equitably. City Heights Prep presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of its grievance procedures.

City Heights Prep may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances.

City Heights Prep allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. Requests for extensions must be submitted to the Coordinator in writing at least one (1) business day before the expiration of the timeframe. If a timeframe is extended, the Coordinator or designee will notify the parties of the new timeframe and the reason for the delay.

City Heights Prep will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence,

including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures. The parties shall not engage in retaliation, including against witnesses.

City Heights Prep will objectively evaluate all evidence that is relevant and not otherwise impermissible—including both inculpatory and exculpatory evidence.⁴ Credibility determinations will not be based on a person’s status as a complainant, respondent, or witness.

If a party is a student with a disability, the Coordinator or designee must consult with one or more members, as appropriate, of the student’s IEP Team and 504 Team, if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act (“IDEA”) and Section 504 of the Rehabilitation Act of 1973 (“Section 504”) throughout the grievance procedures.

Dismissal

In most cases, City Heights Prep will determine whether a complaint is dismissed within fifteen (15) business days of receipt of the complaint.

City Heights Prep may dismiss a complaint if:

- City Heights Prep is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in City Heights Prep’s education program or activity and is not employed by City Heights Prep;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Coordinator declines to initiate a complaint, and City Heights Prep determines that, without the complainant’s withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
- City Heights Prep determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Prior to dismissing the complaint on this ground, City Heights Prep will make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the Coordinator or designee must promptly notify the complainant in writing of the basis for the dismissal and the complainant’s right to appeal the dismissal on the following grounds within five (5) business days of the dismissal notice:

- Procedural irregularity that would change the outcome;
- New evidence that would change the outcome and that was not reasonably available when the determination whether sex-based harassment occurred or dismissal was made; and
- The Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

If the dismissal occurs after the respondent has been notified of the allegations, then the Coordinator or designee must also simultaneously notify the respondent in writing of the dismissal, the basis for the dismissal, and the respondent’s right to appeal the dismissal on the above grounds within five (5) business days of the dismissal notice.

If the complaint is dismissed, the Coordinator or designee will offer supportive measures to the complainant, as appropriate. The Coordinator or designee will also offer supportive measures to the respondent, as appropriate, if the respondent has been notified of the allegations. The Coordinator will continue to take appropriate prompt and

⁴ Inculpatory means tending to impute guilt or fault, and exculpatory means tending to absolve from guilt or fault.

effective steps to ensure that sex discrimination does not continue or recur. Dismissal does not preclude action under another applicable City Heights Prep policy.

Appeal of a Dismissal

If a dismissal is timely appealed in accordance with this Policy, the Coordinator or designee will promptly notify the parties in writing of the appeal, including notice of the allegations if such notice was not previously provided to the respondent, the contact information for the decisionmaker for the appeal, and the parties' right to submit a statement to the decisionmaker of the appeal in support of, or challenging, the outcome within five (5) business days of the appeal notice.

The decisionmaker for the appeal will be someone who has received the required Title IX training and did not take part in an investigation of the allegations or dismissal of the complaint. The appeal procedures will be implemented equally for the parties. Within fifteen (15) business days of the appeal notice to the parties, the decisionmaker will notify the parties in writing of the result of the appeal and the rationale for the result.

Notice of the Allegations

Upon initiation of the grievance procedures, the Coordinator or designee will provide notice of the allegations to the parties whose identities are known. The notice will include:

- City Heights Prep's grievance procedures and any informal resolution process;
- Sufficient information available at the time to allow the parties to respond to the allegations. Sufficient information includes the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination under Title IX, and the date(s) and location(s) of the alleged incident(s), to the extent that information is available to City Heights Prep;
- A statement that retaliation is prohibited; and
- A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence; and if City Heights Prep provides a description of the evidence, the parties are entitled to an equal opportunity to access to the relevant and not otherwise impermissible evidence upon the request of any party.

Emergency Removal

City Heights Prep may place a non-student employee respondent on administrative leave during the pendency of the grievance procedures in accordance with City Heights Prep's policies.

City Heights Prep may remove a respondent from City Heights Prep's education program or activity on an emergency basis, in accordance with City Heights Prep's policies, provided that City Heights Prep undertakes an individualized safety and risk analysis, determines that an imminent and serious threat to the health or safety of any person arising from the allegations of sex discrimination justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This provision must not be construed to modify any rights under the IDEA, Section 504, or the ADA.

Investigation

Investigations of complaints will be adequate, reliable, and impartial. In most cases, a thorough investigation will take no more than twenty-five (25) business days. City Heights Prep has the burden to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. The investigator will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance in accordance with Title IX.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be used, accessed or considered, except by City Heights Prep to determine whether one of the exceptions listed below applies, and will not be disclosed), regardless of whether they are relevant:

- Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
- A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless City Heights Prep obtains that party's or witness's voluntary, written consent for use in the grievance procedures; and
- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

The parties will have an equal opportunity to present fact witnesses and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible and to access such evidence. The parties may submit a written response to the investigator within five (5) business days of being provided with access to the evidence or an accurate description of it. The parties' timely submitted written responses, if any, will be considered by the investigator and decisionmaker before a determination of responsibility is made.

City Heights Prep will take reasonable steps to prevent and address any unauthorized disclosure of information or evidence by the parties.

Determination of Responsibility

Before making a determination of responsibility, the decisionmaker may interview parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is in dispute and relevant to evaluating one or more allegations of sex discrimination.

Determinations will be based on an objective evaluation of all relevant and not otherwise impermissible evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness. The standard of evidence used to determine responsibility is the preponderance of the evidence standard.

Within fifteen (15) business days of the expiration of the timeframe for the parties to submit a written response to the evidence or an accurate description of it, the decisionmaker will notify the parties in writing of the determination whether sex discrimination occurred including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal.

Appeal of the Determination of Responsibility

Should a party find City Heights Prep's determination unsatisfactory, the party may, within five (5) business days of notice of City Heights Prep's determination, submit a written appeal to the Chair of the City Heights Prep Board, who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal. The decisionmaker for the appeal must not have taken part in the investigation of the allegations.

The decisionmaker for the appeal will: 1) notify the other party of the appeal in writing; 2) implement appeal procedures equally for the parties; 3) allow the parties to submit a written statement in support of, or challenging, the outcome within five (5) business days of the appeal or notice of the appeal; and 4) within fifteen (15) business days of the appeal, issue a written decision to the parties describing the result of the appeal and the rationale for the result.

Consequences

Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from City Heights Prep or termination of employment. If there is a determination that sex discrimination occurred, the Coordinator or designee will coordinate the provision and implementation of any remedies and/or disciplinary sanctions ordered by City Heights Prep including notification to the complainant of any such disciplinary sanctions. The Coordinator will take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within City Heights Prep's education program or activity.

No party, witness, or other person participating in City Heights Prep's grievance procedures will be disciplined for making a false statement or for engaging in consensual sexual conduct based solely on City Heights Prep's determination whether sex discrimination occurred.

Student Pregnancy and Related Conditions

City Heights Prep will not discriminate against any student or applicant based on their current, potential, or past pregnancy or related conditions. For more information about policies and procedures applicable to employees who are pregnant or have a related condition, please refer to the City Heights Prep employee handbook.

When a student, or a person who can legally act on behalf of the student, informs any employee of the student's pregnancy or related condition, unless the employee reasonably believes that the Coordinator has already been notified, the employee must promptly:

- Provide that person with the Coordinator's contact information; and
- Inform that person that the Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to City Heights Prep's education programs and activities.

If a student, or a person who has a legal right to act on behalf of the student, notifies the Coordinator of the student's pregnancy or related condition, the Coordinator or designee must promptly:

- Inform the student, and if applicable, the person who notified the Coordinator of the student's pregnancy or related conditions and has a legal right to act on behalf of the student, of City Heights Prep's obligations under:
 - 34 C.F.R. § 106.40(b)(1) through (5), which relates to the rights of students who are pregnant or have a related condition; and
 - 34 C.F.R. § 106.44(j), which includes rules on disclosures of personal information;
- Provide City Heights Prep's Title IX notice of nondiscrimination; and
- Consult with the student about potential reasonable modifications to policies, practices, or procedures as necessary to prevent sex discrimination and ensure equal access, and if the student accepts an offered reasonable modification, implement the modification.

A student who is pregnant or has a related condition will be provided with a lactation space other than a bathroom, that is clean, shielded from view, free from intrusion from others, and may be used for expressing breast milk or breastfeeding as needed.

A student who is pregnant or has a related condition may voluntarily take a leave of absence for the time deemed medically necessary by the student's licensed healthcare provider, or if the student so chooses, the time allowed under any City Heights Prep leave policy for which the student qualifies. A pregnant or parenting student is entitled to eight weeks of parental leave, 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.

Upon the student's return from leave, the student will be reinstated to the academic status, and, as practicable, to the extracurricular status that the student held when the leave began. The student will not be required to provide any kind of certification demonstrating their ability to physically participate in any class, program, or extracurricular activity unless:

- The certified level of physical ability or health is necessary for participation in the class, program, or extracurricular activity;
- Such certification is required of all students participating in the class, program, or extracurricular activity; and
- The information obtained is not used as a basis for sex discrimination.

Students who are pregnant or have a related condition will not be required to provide supporting documentation unless necessary and reasonable to determine reasonable modifications or additional actions related to lactation space, leaves of absence, or voluntary access to any available separate and comparable portion of the program.

Training

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All employees, Coordinators and designees, investigators, decisionmakers, facilitators of the informal resolution process, and other persons who are responsible for implementing City Heights Prep's grievance procedures or have the authority to modify or terminate supportive measures will receive Title IX and sexual harassment training and/or instruction concerning sexual harassment as required by law.

Recordkeeping

City Heights Prep will maintain the following records for at least seven (7) years:

- For each complaint of sex discrimination, records documenting the informal resolution process or the grievance procedures, and the resulting outcome.
- For each notification the Coordinator receives of information about conduct that reasonably may constitute sex discrimination, records documenting the actions City Heights Prep took to meet its obligations under 34 C.F.R. § 106.44.
- All materials used to provide required Title IX training. City Heights Prep will make these training materials available upon request for inspection by members of the public.

The above records will be maintained in a secure location until destroyed in accordance with applicable laws and regulations.

TITLE IX SEX DISCRIMINATION AND HARASSMENT COMPLAINT FORM

Your Name: _____ Date: _____

Email Address: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements and conduct; what, if any, physical contact was involved; any verbal statements etc.) (Attach additional pages, if needed):

I hereby authorize City Heights Prep 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

To be completed by City Heights Prep:

Received by: _____ Date: _____

Follow up Meeting with Complainant held on: _____

Harassment, Intimidation, Discrimination, and Bullying Policy

Board Policy Revised: September 6, 2024

Discrimination, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, City Heights Preparatory Charter School ("City Heights Prep") prohibits any acts of discrimination, harassment, intimidation, and bullying altogether.

As used in this policy, discrimination, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locs, and twists), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

To the extent possible, City Heights Prep 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. City Heights Prep school staff who witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

This policy applies to incidents occurring on the school campus, at school-sponsored events and activities regardless of the location, through school-owned technology, and through other electronic means, whether perpetrated by a student, employee, parent/guardian, volunteer, independent contractor or other person with whom City Heights Prep does business, and all acts of City Heights Prep's Board of Directors ("Board") in enacting policies and procedures that govern City Heights Prep.⁵

City Heights Prep complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

Definitions

Harassment means conduct based upon one or more of the protected characteristics listed above that is severe or pervasive, which unreasonably disrupts an individual's educational or work environment or that creates a hostile educational or work environment. Harassment includes, but is not limited to:

- Verbal conduct such as epithets, derogatory jokes, comments or slurs.
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school based on any of the protected characteristics listed above.
- Retaliation for reporting or threatening to report harassment.
- Deferential or preferential treatment based on any of the protected characteristics listed above.

⁵ This policy becomes effective on August 1, 2024. Conduct occurring before August 1, 2024 will be addressed in accordance with the former version of this policy, which was entitled "Title IX, Harassment, Intimidation, Discrimination and Bullying Policy."

Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable student ⁶ 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 City Heights Prep.

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, video or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Electronic act means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

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 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

⁶ "Reasonable student" is defined as a student, including, but not limited to, a student with exceptional needs, who exercises average care, skill and judgment in conduct for a person of the student's age, or for a person of the student's age with the student's exceptional needs.

literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

4. Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

Bullying and Cyberbullying Prevention Procedures

City Heights Prep has adopted the following procedures for preventing acts of bullying, including cyberbullying.

Cyberbullying Prevention Procedures

City Heights Prep 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.

City Heights Prep informs its employees, students, and parents/guardians of City Heights Prep’s policies regarding the use of technology in and out of the classroom. City Heights Prep encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

Education

City Heights Prep employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. City Heights Prep advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at City Heights Prep and encourages students to practice compassion and respect each other.

City Heights Prep 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.

City Heights Prep’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.

City Heights Prep informs City Heights Prep employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

Professional Development

City Heights Prep 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 City Heights Prep employees who have regular interaction with students.

City Heights Prep 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

City Heights Prep also informs certificated employees about the groups of students determined by City Heights Prep and available research to be at elevated risk for bullying and provides its certificated employees with information on existing school and community resources related to the support of these groups. These groups include but are not limited to:

- Students who are lesbian, gay, bisexual, transgender, or questioning youth (“LGBTQ”) and those youth perceived as LGBTQ; and
- Students with physical or learning disabilities.

City Heights Prep encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for City Heights Prep’s students.

Complaint Procedures

Scope of the Complaint Procedures

City Heights Prep will comply with its Uniform Complaint Procedures (“UCP”) policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person’s association with a person or group with one or more of the protected characteristics set forth in the UCP that:

- a. Are written and signed;
- b. Filed by an individual who alleges that they have personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying based on a protected characteristic, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
- c. Submitted to the City Heights Prep 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.

City Heights Prep will comply with its Title IX Policy when investigating and responding to complaints alleging sex discrimination, including sex-based harassment, in its education program or activity, as applicable.

The following procedures shall be utilized for complaints of misconduct prohibited by this Policy that do not fall within the scope of City Heights Prep’s Title IX Policy or comply with the writing, timeline, or other formal filing requirements of the UCP. A copy of City Heights Prep’s Title IX Policy and UCP is available online and at the school office.

Submitting a Report or Complaint

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene when safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this Policy for reporting alleged acts of misconduct prohibited by this Policy.

Reports and complaints of misconduct prohibited by this Policy shall be submitted to the School Director (or the Board Chair if the complaint is against the School Director) as soon as possible after the incidents giving rise to the report or complaint.

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, and City Heights Prep will investigate and respond to all oral and written reports of misconduct prohibited by this Policy, the reporting party is encouraged to submit a written report. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this Policy and other verbal or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the School Director, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

City Heights Prep acknowledges and respects every individual's right to privacy. All reports and complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes keeping the identity of the reporter and/or complainant confidential, as appropriate, except to the extent necessary to comply with applicable law, carry out the investigation and/or to resolve the issue, as determined by City Heights Prep on a case-by-case basis.

City Heights Prep prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy.

Investigation and Response

Upon receipt of a report or complaint of misconduct prohibited by this Policy, the School Director or designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days.

At the conclusion of the investigation, the School Director or designee will, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation and resolution of the incident/situation. However, the School Director or designee will not reveal confidential information related to other students or employees.

If the complaint is against the School Director, a Board member who is not the Board Chair will conduct a fact-finding investigation and provide the complainant with information about the investigation and resolution of the incident/situation.

Consequences

Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from City Heights Prep or termination of employment.

Right of Appeal

Should a complainant find City Heights Prep's resolution unsatisfactory, for complaints within the scope of this Policy, the complainant may, within five (5) business days of notice of City Heights Prep's decision or resolution, submit a written appeal to the Chair of the City Heights Prep Board, who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal. The decisionmaker for the appeal will notify the complainant of the final decision.

**HARASSMENT, INTIMIDATION, DISCRIMINATION & BULLYING
COMPLAINT FORM**

Your Name: _____ Date: _____

Email Address: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements and conduct; what, if any, physical contact was involved; any verbal statements etc.) (Attach additional pages, if needed):

I hereby authorize City Heights Prep 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

To be completed by City Heights Prep:

Received by: _____ Date: _____

Follow up Meeting with Complainant held on: _____

Suicide Prevention Policy and Emergency Procedure

Adopt: March 1, 2019

Revision Date: February 11, 2022

The Governing Board of City Heights Prep Charter School recognizes that suicide is a leading cause of death among youth and that an even greater amount of youth considers (17 percent of high school students) and attempt suicide (over 8 percent of high school students) (Centers for Disease Control and Prevention, 2015).

The possibility of suicide and suicidal ideation requires vigilant attention from our school staff. As a result, we are ethically and legally responsible for providing an appropriate and timely response in preventing suicidal ideation, attempts, and deaths. We also must work to create a safe and nurturing campus that minimizes suicidal ideation in students.

Recognizing that it is the duty of the City Heights Prep Charter School to protect the health, safety, and welfare of its students, this policy aims to safeguard students and staff against suicide attempts, deaths and other trauma associated with suicide, including ensuring adequate supports for students, staff, and families affected by suicide attempts and loss. As it is known that the emotional wellness of students greatly impacts school attendance and educational success, this policy shall be paired with other policies that support the emotional and behavioral wellness of students.

This policy is based on research and best practices in suicide prevention, and has been adopted with the understanding that suicide prevention activities decrease suicide risk, increase help-seeking behavior, identify those at risk of suicide, and decrease suicidal behaviors. Empirical evidence refutes a common belief that talking about suicide can increase risk or “place the idea in someone’s mind.”

In an attempt to reduce suicidal behavior and its impact on students and families, the Administration and School Counselor shall develop strategies for suicide prevention, intervention, and postvention, and the identification of the mental health challenges frequently associated with suicidal thinking and behavior, and 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. These strategies shall include professional development for all school personnel in all job categories who regularly interact with students or are in a position to recognize the risk factors and warning signs of suicide, including substitute teachers, volunteers, expanded learning staff (afterschool) and other individuals in regular contact with students such as crossing guards, tutors, and coaches.

The Administration and School Counselor shall develop and implement preventive strategies and intervention procedures that include the following:

Overall Strategic Plan for Suicide Prevention

The Administration and School counselor shall involve 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, law enforcement, and community organizations in planning, implementing, and evaluating the schools strategies for suicide prevention and intervention. City Heights Prep Charter must work in conjunction with local government agencies, community-based organizations, and other community support to identify additional resources.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, City Heights Prep Charter shall appoint an individual (or team) to serve as the suicide prevention point of contact for the school. In addition, the school shall identify at least one staff member to serve as the liaison to the schools suicide prevention point of contact, and coordinate and implement suicide prevention activities on campus. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

Suicide Prevention Crisis Team

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, Charter School created an in-house Suicide Prevention Crisis Team (“SPCT”) consisting of administrators, mental health professionals, relevant staff, and parents.

Charter School designates the following administrators to act as the primary and secondary suicide prevention liaisons to lead the SPCT:

1. School Counselor
2. Executive Director

The functions of the SPCT are to:

- Review mental health related school policies and procedures;
- Provide annual updates on school data and trends;
- Review and revise school prevention policies;
- Review and select general and specialized mental health and suicide prevention training;
- Review and oversee staff, parent/guardian, and student trainings;
- Ensuring the suicide prevention policy, protocols, and resources are posted on the school website;
- Collaborate with community mental health organizations;
- Identify resources and agencies that provide evidence-based or evidence-informed treatment;
- Help inform and build skills among law enforcement and other relevant partners; and
- Collaborate to build community response.

Prevention

A. Messaging about Suicide Prevention

Messaging about suicide has an effect on suicidal thinking and behaviors. Consequently, Administration and School Counselor along with the school partners has critically 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.

B. Suicide Prevention Training and Education

The Administration and School Counselor along with the school 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 and other adults on campus (including substitutes and intermittent staff, volunteers, interns, tutors, coaches, and expanded learning

[afterschool] staff) annually.

Training:

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:

- At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.
- Staff training may be adjusted year-to-year based on previous professional development activities and emerging best practices.
- Charter School shall ensure that training is available for new hires during the school year.
- All suicide prevention trainings shall be offered under the direction of school-employed mental health professionals (e.g., school counselors, psychologists, or social workers) who have received advanced training specific to suicide and may benefit from collaboration with one or more county and/or community mental health agencies. Staff training can be adjusted year-to-year based on previous professional development activities and emerging best practices.
- 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. Previously employed staff members shall attend a minimum of one- hour general suicide prevention training. Core components of the general suicide prevention training shall include:
 - Suicide risk factors, warning signs, and protective factors;
 - How to talk with a student about thoughts of suicide;
 - How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;
 - Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member;
 - Emphasis on reducing stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide;
 - Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at <http://cal-schls.wested.org/>

- In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff should include the following components:
 - The impact of traumatic stress on emotional and mental health;
 - Common misconceptions about suicide;
 - School and community suicide prevention resources;
 - Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
 - The factors associated with suicide (risk factors, warning signs, protective factors);
 - How to identify youth who may be at risk of suicide;
 - Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on 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 school guidelines;
 - Board- 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;
 - Board-approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
 - Responding after a suicide occurs (suicide postvention);
 - Resources regarding youth suicide prevention;
 - Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
 - Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.
- The professional development also shall include additional 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:
 - Youth affected by suicide;
 - Youth with a history of suicide ideation or attempts;
 - Youth with disabilities, mental illness, or substance abuse disorders;
 - Lesbian, gay, bisexual, transgender, or questioning youth;
 - Youth experiencing homelessness or in out-of-home settings, such as foster care;
 - Youth who have suffered traumatic experiences;

Specialized Professional Development for School-based Mental Health Staff (Screening and/or Assessment)

Additional professional development in suicide risk assessment (SRA) and crisis intervention is provided to designated student mental health professionals, including but not limited to school counselors, psychologists, social workers, administrators, and nurses employed by Charter School. Training for these staff is specific to conducting SRAs, intervening during a crisis, de-escalating situations, interventions specific to preventing suicide, making referrals, safety planning, and re-entry.

Specialized Professional Training for targeted School-based mental health staff includes the following components:

- Best practices and skill building on how to conduct an effective suicide risk screening/SRA using an evidence-based, Charter School-approved tool; Patient Health Questionnaire 9 (PHQ-9) Depression Scale; BSS Beck Scale for Suicide Ideation ; National Institute of Mental Health (NIMH)'s Ask Suicide-Screening Questions (ASQ) Toolkit; and the Adolescent Suicide Assessment Protocol – 20.

- Best practices on approaching and talking with a student about their thoughts of suicide and how to respond to such thinking, based on school guidelines and protocols.
- Best practices on how to talk with a student about thoughts of suicide and appropriately respond and provide support based on school guidelines and protocols.
- Best practices on follow up with parents/caregivers.
- Best practices on re-entry.

Virtual Screenings for Suicide Risk

Virtual suicide prevention efforts include checking in with all students, promoting access to school and community-based resources that support mental wellbeing and those that address mental illness and give specific guidance on suicide prevention.

Charter School has established a protocol for assigning school staff to connect with students during distance learning and school closures. In the event of a school closure, Charter School has determined a process and protocols to establish daily or regular contact with all students. Staff understand that any concern about a student's emotional wellbeing and/or safety must be communicated to the appropriate school staff, according to Charter School protocols.

Charter School has determined a process and protocols for school-based mental health professionals to establish regular contact with high-risk students, students who are on their caseloads, and those who are identified by staff as demonstrating need. When connecting with students, staff are directed to begin each conversation by identifying the location of the student and the availability of parents or caregivers. This practice allows for the staff member to ensure the safety of the student, particularly if they have expressed suicidal thoughts.

C. Employee Qualifications and Scope of Services

Employees of City Heights Prep Charter School and their partners 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.

D. Specialized Staff Training (Assessment)

Additional professional development in suicide risk assessment and crisis intervention shall be provided to mental health professionals (school counselors, psychologists, social workers, and nurses) employed by City Heights Prep Charter School.

E. Parents, Guardians, and Caregivers Participation and Education

- To the extent possible, parents/guardians/caregivers should be included in all suicide prevention efforts. At a minimum, the school shall share with parents/guardians/caregivers the Administration and School Counselor, suicide prevention policy and procedures.
- This suicide prevention policy shall be prominently displayed on the City Heights Prep Charter School Web page and included in the parent handbook.
- Parents/guardians/caregivers should be invited to provide input on the development and implementation of this policy.
- Charter School shall establish and widely disseminate a referral process to all parents/guardians/caregivers/families, so they are aware of how to respond to a crisis and are knowledgeable about protocols and school, community-based, and crisis resources.
- Community-based organizations that provide evidence-based suicide-specific treatments shall be highlighted on the Charter School's website with treatment referral options marked accordingly.
- Staff autoreplies during vacations or absences shall include links to resources and phone/text numbers so parents and students have information readily available.
- Parents/guardians/caregivers are reminded that the Family Educational Rights and Privacy Act ("FERPA") generally protects the confidentiality of student records, which may sometimes include counseling or crisis intervention records. However, FERPA's health or safety emergency provision permits the disclosure of personally identifiable information from a student's education records, to appropriate parties, in order to address a health or safety emergency when the disclosure is necessary to protect the health or safety of the student or other individuals.
- All parents/guardians/caregivers should have access to suicide prevention training that addresses the following:
 - Suicide risk factors, warning signs, and protective factors;
 - How to talk with a student about thoughts of suicide;
 - How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.
 - Charter School's referral processes and how they or their children can reach out for help, etc.

F. Student Participation and Education

The Administration and School Counselor along with its partners has carefully reviewed available student curricula to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Under the supervision of school-employed mental health professionals, and following consultation with county and community mental health agencies, students shall:

- Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress;
- Receive developmentally appropriate guidance regarding the schools suicide prevention, intervention, and referral procedures.
- The content of the education shall include:
 - Coping strategies for dealing with stress and trauma;
 - How to recognize behaviors (warning signs) and life issues (risk factors)

- associated with suicide and mental health issues in oneself and others;
- Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help;
- Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.

Student-focused suicide prevention education can be incorporated into classroom curricula (e.g., health classes, freshman orientation classes, science, and physical education).

The 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 Weeks, Peer Counseling Programs, Freshman Success Programs, and National Alliance on Mental Illness on Campus High School Clubs)

Charter School maintains a list of current student trainings, which is available upon request. Charter School has shared school-based supports and self-reporting procedures, so students are able to seek help if they are experiencing thoughts of suicide or if they recognize signs with peers. Although confidentiality and privacy are important, students should understand safety is a priority and if there is a risk of suicide, school staff are required to report. Charter-based mental health professionals are legally and ethically required to report suicide risk. **When reporting suicidal ideation or an attempt, school staff must maintain confidentiality and only share information limited to the risk or attempt.**

Charter School shall establish and widely disseminate a referral process to all students, so they know how to access support through school, community-based, and crisis services. Students shall be encouraged to notify a staff member when they are experiencing emotional distress or suicidal ideation, or when they have knowledge or concerns of another student's emotional distress, suicidal ideation, or attempt.

Intervention and Emergency Procedures:

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

The suicide prevention liaison shall immediately notify the Executive Director or designee, who shall then notify the student's parent/guardian 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 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. The call shall NOT be made in the presence of the student and the student shall not be left unsupervised. Staff shall NOT physically restrain or block an exit.

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.
Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.
4. After a referral is made, 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, 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 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 Charter School's safety plan. After consultation with the School Director 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 School Director 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 City Heights Prep campus and unrelated to school activities, the Executive Director or designee shall take the following steps to support the student:

- Contact the parents/guardians/caregivers and offer support to the family;
- Discuss with the family how they would like the school to respond to the attempt while minimizing widespread rumors among teachers, staff, and students;
- Obtain permission from the parents/guardians/caregivers to share information to ensure the facts regarding the crisis is correct;
- Designate a staff member to handle media requests;
- Provide care and determine appropriate support to affected students;
- Offer to the student and parents/guardians/caregivers steps for re-integration to school. Re-integration may include obtaining a written release from the parent/guardian to speak with any health care providers; conferring with the student and parent/guardian about any specific requests on how to handle the situation; informing the student's teachers about possible days of absences; allowing accommodations for make-up work (being understanding that missed assignments may add stress to the student); appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; and working with the parent/guardian to involve the student in an aftercare plan; providing parents/guardians/caregivers/families local emergency numbers for after school and weekend emergency contacts.

A. 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 students and staff. Therefore, it is vital that we are prepared ahead of time in the event of such a tragedy.

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 Executive Director to conduct an initial meeting of the Suicide Prevention Crisis Team 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, and refer them to a school-based mental health professional.
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. Staff shall not share explicit, graphic, or dramatic content, including the manner of 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. Ensure that all communications, documents, materials related to messaging about suicide avoid discussing details about method of suicide, avoid oversimplifying (i.e. identifying singular cause of suicide), avoid sensational language, and only includes clear, respectful, people-first language that encourages an environment free of stigma. As part of safe messaging for suicide, we use

specific terminology when referring to actions related to suicide or suicidal behavior:

Use	Do Not Use
"Died by suicide" or "Took their own life"	"Committed suicide" Note: Use of the word "commit" can imply crime/sin
"Attempted suicide"	"Successful" or "unsuccessful" Note: There is no success, or lack of success, when dealing with suicide

11. 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.

Student Identification Cards

Charter School will include the telephone numbers on all student identification cards:

- National Suicide Prevention Lifeline/Suicide Crisis Lifeline:
 - Call or Text "988"
 - Call 1-800-273-8255
- National Domestic Violence Hotline: Call 1-800-799-7233
- Crisis Text Line: Text "HOME" to 741741
- Teen Line: Text "TEEN" to 839863
- Trevor Project: Text "START" to 678678
- Trans Lifeline: 1-877-565-8860
- Local suicide prevention hotline telephone number

Student Risk Assessment

SUICIDAL IDEATION	
<p>Ask questions 1 and 2. If both are negative, proceed to “Suicidal Behavior” section. If the answer to question 2 is “yes”, ask questions 3, 4 and 5. If the answer to question 1 and/or 2 is “yes”, complete “Intensity of Ideation” section below.</p>	Sinc e Last Visit
<p>1. Wish to be Dead Subject endorses thoughts about a wish to be dead or not alive anymore, or wish to fall asleep and not wake up. Have you thought about being dead or what it would be like to be dead? Have you wished you were dead or wished you could go to sleep and never wake up? Do you wish you weren't alive anymore?</p> <p>If yes, describe:</p>	Ye s No <input type="checkbox"/> <input type="checkbox"/>
<p>2. Non-Specific Active Suicidal Thoughts General, non-specific thoughts of wanting to end one's life/commit suicide (e.g., “I've thought about killing myself”) without thoughts of ways to kill oneself/associated methods, intent, or plan during the assessment period. Have you thought about doing something to make yourself not alive anymore? Have you had any thoughts about killing yourself?</p> <p>If yes, describe:</p>	Ye s No <input type="checkbox"/> <input type="checkbox"/>
<p>3. Active Suicidal Ideation with Any Methods (Not Plan) without Intent to Act Subject endorses thoughts of suicide and has thought of at least one method during the assessment period. This is different than a specific plan with time, place or method details worked out (e.g., thought of method to kill self but not a specific plan). Includes person who would say, “I thought about taking an overdose but I never made a specific plan as to when, where or how I would actually do it...and I would never go through with it.” Have you thought about how you would do that or how you would make yourself not alive anymore (kill yourself)? What did you think about?</p> <p>If yes, describe:</p>	Ye s No <input type="checkbox"/> <input type="checkbox"/>
<p>4. Active Suicidal Ideation with Some Intent to Act, without Specific Plan Active suicidal thoughts of killing oneself and subject reports having <u>some intent to act on such thoughts</u>, as opposed to “I have the thoughts but I definitely will not do anything about them.” When you thought about making yourself not alive anymore (or killing yourself), did you think that this was something you might actually do? This is different from (as opposed to) having the thoughts but knowing you wouldn't do anything about it.</p> <p>If yes, describe:</p>	Ye s No <input type="checkbox"/> <input type="checkbox"/>
<p>5. Active Suicidal Ideation with Specific Plan and Intent Thoughts of killing oneself with details of plan fully or partially worked out and subject has some intent to carry it out. Have you decided how or when you would make yourself not alive anymore/kill yourself? Have you planned out (worked out the details of) how you would do it? What was your plan? When you made this plan (or worked out these details), was any part of you thinking about actually doing it?</p> <p>If yes, describe:</p>	Ye s No <input type="checkbox"/> <input type="checkbox"/>

INTENSITY OF IDEATION	
<p>The following feature should be rated with respect to the most severe type of ideation (i.e., 1-5 from above, with 1 being the least severe and 5 being the most severe).</p> <p>Most Severe Ideation: _____ Type # (1-5) Description</p> <p>of Ideation</p>	Most Sever e
<p>Frequency How many times have you had these thoughts? Write response _____ (1) Only one time (2) A few times (3) A lot (4) All the time (0) Don't know/Not applicable</p>	_____

SUICIDAL BEHAVIOR (Check all that apply, so long as these are separate events; must ask about all types)	Since Last Visit
<p>Actual Attempt: A potentially self-injurious act committed with at least some wish to die, as a result of act. Behavior was in part thought of as method to kill oneself. Intent does not have to be 100%. If there is any intent/desire to die associated with the act, then it can be considered an actual suicide attempt. There does not have to be any injury or harm, just the potential for injury or harm. If person pulls trigger while gun is in mouth but gun is broken so no injury results, this is considered an attempt. Inferring Intent: Even if an individual denies intent/wish to die, it may be inferred clinically from the behavior or circumstances. For example, a highly lethal act that is clearly not an accident so no other intent but suicide can be inferred (e.g., gunshot to head, jumping from window of a high floor/story). Also, if someone denies intent to die, but they thought that what they did could be lethal, intent may be inferred. Did you do anything to try to kill yourself or make yourself not alive anymore? What did you do? Did you hurt yourself on purpose? Why did you do that? Did you _____ as a way to end your life? Did you want to die (even a little) when you? Were you trying to make yourself not alive anymore when you _____? Or _____ did you think it was possible you could have died from? Or did you do it purely for other reasons, <u>not at all</u> to end your life or kill yourself (like to make yourself feel better, or get something else to happen)? (Self-Injurious Behavior without suicidal intent) If yes, describe: Has subject engaged in Non-Suicidal Self-Injurious Behavior? Has subject engaged in Self-Injurious Behavior, intent unknown?</p>	<p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p> <p>Total # of Attempts</p> <p>_____</p> <p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p> <p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>

<p>Interrupted Attempt: When the person is interrupted (by an outside circumstance) from starting the potentially self-injurious act (<i>if not for that, actual attempt would have occurred</i>). Overdose: Person has pills in hand but is stopped from ingesting. Once they ingest any pills, this becomes an attempt rather than an interrupted attempt. Shooting: Person has gun pointed toward self, gun is taken away by someone else, or is somehow prevented from pulling trigger. Once they pull the trigger, even if the gun fails to fire, it is an attempt. Jumping: Person is poised to jump, is grabbed and taken down from ledge. Hanging: Person has noose around neck but has not yet started to hang - is stopped from doing so. Has there been a time when you started to do something to make yourself not alive anymore (end your life or kill yourself) but someone or something stopped you before you actually did anything? What did you do? If yes, describe:</p>	<p>Yes No <input type="checkbox"/> <input type="checkbox"/></p> <p>Total # of interrupted <u> </u></p>
<p>Aborted Attempt or Self-Interrupted Attempt: When person begins to take steps toward making a suicide attempt, but stops themselves before they actually have engaged in any self-destructive behavior. Examples are similar to interrupted attempts, except that the individual stops him/herself, instead of being stopped by something else. Has there been a time when you started to do something to make yourself not alive anymore (end your life or kill yourself) but you changed your mind (stopped yourself) before you actually did anything? What did you do? If yes, describe:</p>	<p>Yes No <input checked="" type="checkbox"/> <input checked="" type="checkbox"/></p> <p>Total # of aborted or self interrupted <u> </u></p>
<p>Preparatory Acts or Behavior: Acts or preparation towards imminently making a suicide attempt. This can include anything beyond a verbalization or thought, such as assembling a specific method (e.g., buying pills, purchasing a gun) or preparing for one's death by suicide (e.g., giving things away, writing a suicide note). Have you done anything to get ready to make yourself not alive anymore (to end your life or kill yourself)- like giving things away, writing a goodbye note, getting things you need to kill yourself? If yes, describe:</p>	<p>Yes No <input type="checkbox"/> <input type="checkbox"/></p> <p>Total # of preparatory acts <u> </u></p>
<p>Suicide: Death by suicide occurred since last assessment.</p>	<p>Yes No <input type="checkbox"/> <input type="checkbox"/></p>
	<p>Most Lethal Attempt Date: <u> </u></p>
<p>Actual Lethality/Medical Damage: 0. No physical damage or very minor physical damage (e.g., surface scratches). 1. Minor physical damage (e.g., lethargic speech; first-degree burns; mild bleeding; sprains). 2. Moderate physical damage; medical attention needed (e.g., conscious but sleepy, somewhat responsive; second-degree burns; bleeding of major vessel). 3. Moderately severe physical damage; <i>medical</i> hospitalization and likely intensive care required (e.g., comatose with reflexes intact; third-degree burns less than 20% of body; extensive blood loss but can recover; major fractures). 4. Severe physical damage; <i>medical</i> hospitalization with intensive care required (e.g., comatose without reflexes; third-degree burns over 20% of body; extensive blood loss with unstable vital signs; major damage to a vital area). 5. Death</p>	<p>Enter Code</p>
<p>Potential Lethality: Only Answer if Actual Lethality=0 Likely lethality of actual attempt if no medical damage (the following examples, while having no actual medical damage, had potential for very serious lethality: put gun in mouth and pulled the trigger but gun fails to fire so no medical damage; laying on train tracks with oncoming train but pulled away before run over). 0 = Behavior not likely to result in injury 1 = Behavior likely to result in injury but not likely to cause death 2 = Behavior likely to result in death despite available medical care</p>	<p>Enter Code</p>

Parent Acknowledgement Form

Student Name: _____

This is to verify that I have spoken with school staff member,
_____ on _____(date),
concerning my child's suicidal ideations. I have been advised to seek the services
of a mental health agency or therapist immediately.

I understand a follow up check by this staff person _____
will be made with my child, the treating agency, and me within two weeks of this
date.

Parental Signature

_____ **Date** _____
Faculty Member

_____ **Date** _____

Suicide/Self- Harm Reporting Action Taken

Student Name:	Name of School:	Grade	<input type="checkbox"/> Male <input type="checkbox"/> Female												
<p>Who Initiated the referral?</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><input type="checkbox"/> Friend/Student _____</td> <td style="width: 50%; border: none;"><input type="checkbox"/> Parent _____</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Teacher _____</td> <td style="border: none;"><input type="checkbox"/> Other School Personnel _____</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Administrator _____</td> <td style="border: none;"><input type="checkbox"/> Self Referral _____</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Other _____</td> <td style="border: none;"></td> </tr> </table>				<input type="checkbox"/> Friend/Student _____	<input type="checkbox"/> Parent _____	<input type="checkbox"/> Teacher _____	<input type="checkbox"/> Other School Personnel _____	<input type="checkbox"/> Administrator _____	<input type="checkbox"/> Self Referral _____	<input type="checkbox"/> Other _____					
<input type="checkbox"/> Friend/Student _____	<input type="checkbox"/> Parent _____														
<input type="checkbox"/> Teacher _____	<input type="checkbox"/> Other School Personnel _____														
<input type="checkbox"/> Administrator _____	<input type="checkbox"/> Self Referral _____														
<input type="checkbox"/> Other _____															
Reason for Referral															
<p>Category of Suicidal Behavior: (check one)</p> <p><input type="checkbox"/> Suicide Attempt – having taken action with intent to die</p> <p><input type="checkbox"/> Suicide Threat – saying or doing something that indicates self-destructive desires</p> <p><input type="checkbox"/> Suicide Ideation – having thoughts about killing oneself</p>															
Action Taken (check those that apply)															
<table style="width: 100%; border: none;"> <tr> <td style="width: 40%;"></td> <td style="text-align: center; padding-left: 20px;">Name / Agency</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Student seen by school personnel</td> <td style="border: none;">_____</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Student referred by agency</td> <td style="border: none;">_____</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Student referred to private professional</td> <td style="border: none;">_____</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Student transported to a hospital/other</td> <td style="border: none;">_____</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Student referred to Crisis Services</td> <td style="border: none;">_____</td> </tr> </table>					Name / Agency	<input type="checkbox"/> Student seen by school personnel	_____	<input type="checkbox"/> Student referred by agency	_____	<input type="checkbox"/> Student referred to private professional	_____	<input type="checkbox"/> Student transported to a hospital/other	_____	<input type="checkbox"/> Student referred to Crisis Services	_____
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<p>Form completed by _____ Date _____ Position _____</p> <p>Copies to be filed with _____</p>															

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Title IX Policy Prohibiting Discrimination on the Basis of Sex

This Title IX Policy Prohibiting Discrimination on the Basis of Sex (“Policy”) contains the policies and grievance procedures of City Heights Preparatory Charter School (“City Heights Prep”) to prevent and address sex discrimination, including but not limited to sexual harassment, sex-based hostile environment harassment, discrimination based on pregnancy or related conditions, sex-based discrimination in access to athletics or educational resources, and retaliation against a person who has reported sex discrimination.

City Heights Prep does not discriminate on the basis of sex and prohibits any acts of sex discrimination in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq.*) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.¹ City Heights Prep will take actions to promptly and effectively end any sex discrimination in its education program or activity, prevent its recurrence, and remedy its effects.

This Policy applies to conduct occurring in City Heights Prep’s education programs or activities on or after August 1, 2024 including but not limited to incidents occurring on the school campus, during school-sponsored events and activities regardless of the location, and through school-owned technology, whether perpetrated by a student, parent/guardian, employee, volunteer, independent contractor or other person with whom City Heights Prep does business.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 (hereinafter collectively referred to as “Title IX”) may be referred to the City Heights Prep Title IX Coordinator, the Office for Civil Rights of the U.S. Department of Education, or both.

Definitions

Prohibited Sex Discrimination

Title IX and California law prohibit discrimination on the basis of sex, including sex-based harassment and differences in the treatment of similarly situated individuals on the basis of sex with regard to any aspect of services, benefits, or opportunities provided by City Heights Prep. Discrimination on the basis of sex includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

¹ City Heights Prep complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports and complaints of misconduct prohibited by this Policy.

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Prohibited Sex-Based Harassment

Under Title IX, “sex-based harassment” means conduct on the basis of sex that satisfies one or more of the following:

- Quid pro quo harassment occurs when an employee, agent, or other person authorized by City Heights Prep to provide an aid, benefit, or service under City Heights Prep’s education program or activity explicitly or impliedly conditions the provision of such an aid, benefit, or service on a person’s participation in unwelcome sexual conduct.
- Hostile environment harassment is unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person’s ability to participate in or benefit from City Heights Prep’s education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
 - The degree to which the conduct affected the complainant’s ability to access City Heights Prep’s education program or activity;
 - The type, frequency, and duration of the conduct;
 - The parties’ ages, roles within City Heights Prep’s education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
 - The location of the conduct and the context in which the conduct occurred; and
 - Other sex-based harassment in City Heights Prep’s education program or activity.
- Sexual assault, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.
- Dating violence, meaning violence committed by a person:
 - Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - The length of the relationship;
 - The type of relationship; and
 - The frequency of interaction between the persons involved in the relationship.

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- Domestic violence, meaning felony or misdemeanor crimes committed by a person who:
 - Is a current or former spouse or intimate partner of the victim under applicable family or domestic violence laws, or a person similarly situated to a spouse of the victim;
 - Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
 - Shares a child in common with the victim; or
 - Commits acts against a youth or adult victim who is protected from those acts under applicable family or domestic violence laws.
- Stalking, meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
 - Fear for the person's safety or the safety of others; or
 - Suffer substantial emotional distress.

Under California Education Code section 212.5, sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through City Heights Prep.

Examples of conduct that may fall within the Title IX definition of sex-based harassment, the Education Code definition of sexual harassment, or both:

- Physical assaults of a sexual or sex-based nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults.
 - Intentional physical conduct that is sex-based or sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, poking another's body, violence, intentionally blocking normal movement or interfering with work or school because of sex.
- Unwanted sexual advances or propositions, derogatory sex-based comments, or other sex-based conduct, such as:
 - Sexually oriented or sex-based gestures, notices, epithets, slurs, remarks, jokes, or comments about a person's sexuality or sexual experience.

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- Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
 - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.
 - Retaliation against an individual who has articulated a good faith concern about sex-based harassment.
- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
 - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
 - Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations above are not to be construed as an all-inclusive list of sex-based harassment acts prohibited under this Policy.

Complainant means a student or employee who is alleged to have been subjected to conduct that could constitute sex-based discrimination, or a person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination and who was participating or attempting to participate in City Heights Prep's education program or activity at the time of the alleged sex discrimination. Complaints may also be made by: (1) a parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or (2) City Heights Prep's Title IX Coordinator. For complaints of sex discrimination other than sex-based harassment, complaints can also be made by any student, employee, or other person who was participating or attempting to participate in City Heights Prep's education program or activity at the time of the alleged sex discrimination.

Complaint means an oral or written request to City Heights Prep that objectively can be understood as a request for City Heights Prep to investigate and make a determination about alleged sex discrimination.

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Confidential Employee means an employee of City Heights Prep whose communications are privileged or confidential under Federal or State law (e.g., a licensed therapist or psychologist, etc.) or an employee whom City Heights Prep has designated as confidential under Title IX for the purpose of providing services to persons related to sex discrimination.

Party means a complainant or respondent.

Respondent means a person who is alleged to have violated City Heights Prep's prohibition on sex discrimination.

Supportive Measures are individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to a party to (1) restore or preserve that party's access to City Heights Prep's education program or activity, including measures that are designed to protect the safety of the parties or City Heights Prep's educational environment; or (2) provide support during City Heights Prep's grievance procedures or during an informal resolution process.

Title IX Coordinator

The Board of Directors of City Heights Prep ("Board") has designated the following employee as the Title IX Coordinator ("Coordinator"):

Merdin Mohammed
Assistant Director
4260 54th Street, San Diego, CA, 92115
(619) 795-3137
Email: mmohammed@cityheightsprep.org

In the event the above-named individual becomes unavailable or unable to serve as the Coordinator, the Board has designated the following employee to serve as a temporary or interim Coordinator until a new Coordinator is designated:

Dr. Elias Vargas
School Director
4260 54th Street, San Diego, CA, 92115
619-795-3137
evargas@cityheightsprep.org

The Coordinator is responsible for coordinating City Heights Prep's efforts to comply with the requirements of Title IX, receiving reports and complaints of sex discrimination and inquiries about the application of Title IX, addressing reports and complaints of sex discrimination and

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taking other actions as required by this Policy, monitoring for barriers to reporting conduct that reasonably may constitute sex discrimination, and taking steps reasonably calculated to address such barriers.

The Coordinator may serve as an investigator and/or decisionmaker for complaints, except in cases where doing so would constitute a conflict of interest. The Coordinator may delegate one or more of their duties to one or more designees who have received the required Title IX training and do not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. However, the Coordinator must at all times retain ultimate oversight over those responsibilities and ensure City Heights Prep's consistent compliance with Title IX.

Reporting Sex Discrimination

All employees who are not a confidential employee must promptly notify the Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination under Title IX. This requirement does not apply to an employee when the employee is the person who was subjected to the conduct that reasonably may constitute sex discrimination.

Students are expected to report all incidents of misconduct prohibited by this Policy. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Executive Director, Coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. City Heights Prep will promptly and effectively investigate and respond to all oral and written complaints and reports of misconduct prohibited by this Policy. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Privacy

City Heights Prep acknowledges and respects every individual's right to privacy. All reports and complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes but is not limited to keeping the identity of the reporter and other personally identifiable information confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or designee on a case-by-case basis.

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Retaliation

City Heights Prep 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 complaint in accordance with the grievance procedures set forth in this Policy.

Nothing in this Policy precludes City Heights Prep from requiring an employee or other person authorized by City Heights Prep to provide aid, benefit, or service under City Heights Prep's education program or activity to participate as a witness in, or otherwise assist with, an investigation or proceeding under this Policy.

Confidential Employees

Contact information for the confidential employees at City Heights Prep, if any, can be found on the City Heights Prep website or obtained from the Coordinator.

A confidential employee's status as confidential, for Title IX purposes, is only with respect to information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applies or with respect to information received about sex discrimination in connection with providing services to persons related to sex discrimination.

A confidential employee must explain the following to any person who informs them of conduct that reasonably may constitute sex discrimination under Title IX:

- The employee's status as confidential for purposes of Title IX, including the circumstances in which the employee is not required to notify the Coordinator about conduct that reasonably may constitute sex discrimination;
- How to contact the Coordinator and how to make a complaint of sex discrimination; and
- That the Coordinator may be able to offer and coordinate supportive measures, as well as initiate an informal resolution process or an investigation under the grievance procedures.

Coordinator's Response to Reports of Sex Discrimination

When notified of conduct that reasonably may constitute sex discrimination, the Coordinator or designee must:

- Treat complainants and respondents equitably;
- Promptly offer and coordinate supportive measures, as appropriate, for the complainant;
- If grievance procedures are initiated or an informal resolution process is offered; offer and coordinate supportive measures, as appropriate, for the respondent; and
- Notify the complainant or, if the complainant is unknown, the reporting individual, of the grievance procedures and informal resolution process, if available and appropriate. If a complaint is made, the Coordinator will notify the respondent of the same.

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In response to a complaint, the Coordinator will initiate the grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties. In the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, the Coordinator must determine whether to initiate a complaint by considering, at a minimum:

- Complainant's request not to proceed with a complaint and the complainant's reasonable safety concerns;
- Risk that additional acts of sex-based discrimination would occur if a complaint is not initiated;
- Severity of the alleged conduct, including whether the discrimination, if established, would require removal or discipline of a respondent to end the discrimination and prevent its recurrence;
- The age and relationship of the parties, including whether the respondent is an employee;
- The scope of the alleged conduct including but not limited to whether there is a pattern, ongoing conduct, or impact to multiple individuals;
- The availability of evidence and the complainant's willingness to participate in the grievance procedures; and
- Whether City Heights Prep could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

The Coordinator may initiate a complaint if the conduct as alleged presents an imminent and serious threat to the health or safety of the complainant or other person, or prevents City Heights Prep from ensuring equal access on the basis of sex to its education program or activity. The Coordinator or designee must notify the complainant before initiating a complaint and appropriately address reasonable safety concerns, including by providing supportive measures.

The Coordinator will take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within City Heights Prep's education program or activity.

Supportive Measures

Once notified of conduct that reasonably may constitute sex discrimination under Title IX, the Coordinator or designee will promptly contact the complainant to offer and coordinate supportive measures, as appropriate, for the complainant. If the grievance procedures are initiated or informal resolution is offered, the Coordinator or designee will offer and coordinate supportive measures, as appropriate, for the respondent.

Supportive measures may include but are not limited to: counseling; extensions of deadlines and other course-related adjustments; campus escort services; increased security and monitoring of certain areas of the campus; restrictions on contact applied to one or more parties; leaves of absence; changes in class, work, housing, or extracurricular or any other activity, regardless of

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whether there is or is not a comparable alternative; and training and education programs related to sex-based harassment.

Supportive measures must not unreasonably burden either party or be imposed for punitive or disciplinary reasons. Supportive measures will be designed to protect the safety of the parties or City Heights Prep's educational environment, or to provide support during the grievance procedures or the informal resolution process.

Parties may contact the Coordinator to discuss modification of any supportive measures. Parties also have the opportunity to seek modification or termination of a supportive measure applicable to them if circumstances change materially.

If the party is not satisfied with the Coordinator's decision on the request to modify supportive measures, the party may contact Elias Vargas, School Director, at 619 – 795 – 3137 or evargas@cityheightsprep.org, who is an appropriate and impartial employee or who may designate such an employee, to seek modification or reversal of City Heights Prep's decision to provide, deny, modify, or terminate supportive measures applicable to them. The impartial employee is someone other than the Coordinator who made the challenged decision and has the authority to modify or reverse the decision.

If a party is a student with a disability, the Coordinator must consult with one or more members of the student's IEP Team and 504 Team, if any, in the implementation of supportive measures for that student.

Informal Resolution

At any time prior to determining whether sex discrimination occurred under City Heights Prep's Title IX grievance procedures, City Heights Prep may offer an informal resolution process to the parties. City Heights Prep does not offer or facilitate informal resolution to resolve a complaint that includes allegations that an employee engaged in sex-based harassment of an elementary school or secondary school student, or when such a process would conflict with Federal, State, or local law.

Before initiation of the informal resolution process, the parties will be provided with notice that explains:

- The allegations;
- The requirements of the informal resolution process;
- The right to withdraw and initiate or resume the grievance procedures;
- That the parties' agreement to a resolution at the conclusion of the informal resolution process precludes the parties' use of the grievance procedures arising from the same allegations;

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- The potential terms that may be requested or offered in an informal resolution agreement (e.g., restrictions on contact and participation in activities or events) including notice that an informal resolution agreement is binding only on the parties; and
- What information is retained and whether and how it may be disclosed by City Heights Prep for use in grievance procedures if the grievance procedures are initiated or resumed.

Parties will not be required or pressured to agree to participate in the informal resolution process. City Heights Prep will obtain the parties' voluntary consent to participate in the informal resolution process. Parties may end the informal resolution process and proceed with the grievance procedures at any time.

The facilitator of the informal resolution process will not be the same person as the investigator or the decisionmaker in the grievance procedures. The facilitator cannot have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The Coordinator will take appropriate prompt and effective steps to ensure sex discrimination does not continue or recur.

Grievance Procedures

Scope and General Requirements

City Heights Prep has adopted these grievance procedures to provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in City Heights Prep's education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX. Upon receipt of a complaint, the Coordinator or designee will promptly initiate these grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties.

City Heights Prep requires that any Title IX Coordinator, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. A decisionmaker may be the same person as the Coordinator or investigator.

City Heights Prep will treat complainants and respondents equitably. City Heights Prep presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of its grievance procedures.

City Heights Prep may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances.

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City Heights Prep allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. Requests for extensions must be submitted to the Coordinator in writing at least one (1) business day before the expiration of the timeframe. If a timeframe is extended, the Coordinator or designee will notify the parties of the new timeframe and the reason for the delay.

City Heights Prep will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures. The parties shall not engage in retaliation, including against witnesses.

City Heights Prep will objectively evaluate all evidence that is relevant and not otherwise impermissible—including both inculpatory and exculpatory evidence.² Credibility determinations will not be based on a person’s status as a complainant, respondent, or witness.

If a party is a student with a disability, the Coordinator or designee must consult with one or more members, as appropriate, of the student’s IEP Team and 504 Team, if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act (“IDEA”) and Section 504 of the Rehabilitation Act of 1973 (“Section 504”) throughout the grievance procedures.

Dismissal

In most cases, City Heights Prep will determine whether a complaint is dismissed within fifteen (15) business days of receipt of the complaint.

City Heights Prep may dismiss a complaint if:

- City Heights Prep is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in City Heights Prep’s education program or activity and is not employed by City Heights Prep;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Coordinator declines to initiate a complaint, and City Heights Prep determines that, without the complainant’s withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
- City Heights Prep determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Prior to dismissing the complaint on this ground, City Heights Prep will make reasonable efforts to clarify the allegations with the complainant.

² Inculpatory means tending to impute guilt or fault, and exculpatory means tending to absolve from guilt or fault.

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Upon dismissal, the Coordinator or designee must promptly notify the complainant in writing of the basis for the dismissal and the complainant's right to appeal the dismissal on the following grounds within five (5) business days of the dismissal notice:

- Procedural irregularity that would change the outcome;
- New evidence that would change the outcome and that was not reasonably available when the determination whether sex-based harassment occurred or dismissal was made; and
- The Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

If the dismissal occurs after the respondent has been notified of the allegations, then the Coordinator or designee must also simultaneously notify the respondent in writing of the dismissal, the basis for the dismissal, and the respondent's right to appeal the dismissal on the above grounds within five (5) business days of the dismissal notice.

If the complaint is dismissed, the Coordinator or designee will offer supportive measures to the complainant, as appropriate. The Coordinator or designee will also offer supportive measures to the respondent, as appropriate, if the respondent has been notified of the allegations. The Coordinator will continue to take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur. Dismissal does not preclude action under another applicable City Heights Prep policy.

Appeal of a Dismissal

If a dismissal is timely appealed in accordance with this Policy, the Coordinator or designee will promptly notify the parties in writing of the appeal, including notice of the allegations if such notice was not previously provided to the respondent, the contact information for the decisionmaker for the appeal, and the parties' right to submit a statement to the decisionmaker of the appeal in support of, or challenging, the outcome within five (5) business days of the appeal notice.

The decisionmaker for the appeal will be someone who has received the required Title IX training and did not take part in an investigation of the allegations or dismissal of the complaint. The appeal procedures will be implemented equally for the parties. Within fifteen (15) business days of the appeal notice to the parties, the decisionmaker will notify the parties in writing of the result of the appeal and the rationale for the result.

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Notice of the Allegations

Upon initiation of the grievance procedures, the Coordinator or designee will provide notice of the allegations to the parties whose identities are known. The notice will include:

- City Heights Prep's grievance procedures and any informal resolution process;
- Sufficient information available at the time to allow the parties to respond to the allegations. Sufficient information includes the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination under Title IX, and the date(s) and location(s) of the alleged incident(s), to the extent that information is available to City Heights Prep;
- A statement that retaliation is prohibited; and
- A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence; and if City Heights Prep provides a description of the evidence, the parties are entitled to an equal opportunity to access to the relevant and not otherwise impermissible evidence upon the request of any party.

Emergency Removal

City Heights Prep may place a non-student employee respondent on administrative leave during the pendency of the grievance procedures in accordance with City Heights Prep's policies.

City Heights Prep may remove a respondent from City Heights Prep's education program or activity on an emergency basis, in accordance with City Heights Prep's policies, provided that City Heights Prep undertakes an individualized safety and risk analysis, determines that an imminent and serious threat to the health or safety of any person arising from the allegations of sex discrimination justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This provision must not be construed to modify any rights under the IDEA, Section 504, or the ADA.

Investigation

Investigations of complaints will be adequate, reliable, and impartial. In most cases, a thorough investigation will take no more than twenty-five (25) business days. City Heights Prep has the burden to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. The investigator will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance in accordance with Title IX.

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The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be used, accessed or considered, except by City Heights Prep to determine whether one of the exceptions listed below applies, and will not be disclosed), regardless of whether they are relevant:

- Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
- A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless City Heights Prep obtains that party's or witness's voluntary, written consent for use in the grievance procedures; and
- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

The parties will have an equal opportunity to present fact witnesses and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible and to access such evidence. The parties may submit a written response to the investigator within five (5) business days of being provided with access to the evidence or an accurate description of it. The parties' timely submitted written responses, if any, will be considered by the investigator and decisionmaker before a determination of responsibility is made.

City Heights Prep will take reasonable steps to prevent and address any unauthorized disclosure of information or evidence by the parties.

Determination of Responsibility

Before making a determination of responsibility, the decisionmaker may interview parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is in dispute and relevant to evaluating one or more allegations of sex discrimination.

Determinations will be based on an objective evaluation of all relevant and not otherwise impermissible evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness. The standard of evidence used to determine responsibility is the preponderance of the evidence standard.

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Within fifteen (15) business days of the expiration of the timeframe for the parties to submit a written response to the evidence or an accurate description of it, the decisionmaker will notify the parties in writing of the determination whether sex discrimination occurred including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal.

Appeal of the Determination of Responsibility

Should a party find City Heights Prep's determination unsatisfactory, the party may, within five (5) business days of notice of City Heights Prep's determination, submit a written appeal to the Chair of the City Heights Prep Board, who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal. The decisionmaker for the appeal must not have taken part in the investigation of the allegations.

The decisionmaker for the appeal will: 1) notify the other party of the appeal in writing; 2) implement appeal procedures equally for the parties; 3) allow the parties to submit a written statement in support of, or challenging, the outcome within five (5) business days of the appeal or notice of the appeal; and 4) within fifteen (15) business days of the appeal, issue a written decision to the parties describing the result of the appeal and the rationale for the result.

Consequences

Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from City Heights Prep or termination of employment. If there is a determination that sex discrimination occurred, the Coordinator or designee will coordinate the provision and implementation of any remedies and/or disciplinary sanctions ordered by City Heights Prep including notification to the complainant of any such disciplinary sanctions. The Coordinator will take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within City Heights Prep's education program or activity.

No party, witness, or other person participating in City Heights Prep's grievance procedures will be disciplined for making a false statement or for engaging in consensual sexual conduct based solely on City Heights Prep's determination whether sex discrimination occurred.

Student Pregnancy and Related Conditions

City Heights Prep will not discriminate against any student or applicant based on their current, potential, or past pregnancy or related conditions. For more information about policies and procedures applicable to employees who are pregnant or have a related condition, please refer to the City Heights Prep employee handbook.

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When a student, or a person who can legally act on behalf of the student, informs any employee of the student's pregnancy or related condition, unless the employee reasonably believes that the Coordinator has already been notified, the employee must promptly:

- Provide that person with the Coordinator's contact information; and
- Inform that person that the Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to City Heights Prep's education programs and activities.

If a student, or a person who has a legal right to act on behalf of the student, notifies the Coordinator of the student's pregnancy or related condition, the Coordinator or designee must promptly:

- Inform the student, and if applicable, the person who notified the Coordinator of the student's pregnancy or related conditions and has a legal right to act on behalf of the student, of City Heights Prep's obligations under:
 - 34 C.F.R. § 106.40(b)(1) through (5), which relates to the rights of students who are pregnant or have a related condition; and
 - 34 C.F.R. § 106.44(j), which includes rules on disclosures of personal information;
- Provide City Heights Prep's Title IX notice of nondiscrimination; and
- Consult with the student about potential reasonable modifications to policies, practices, or procedures as necessary to prevent sex discrimination and ensure equal access, and if the student accepts an offered reasonable modification, implement the modification.

A student who is pregnant or has a related condition will be provided with a lactation space other than a bathroom, that is clean, shielded from view, free from intrusion from others, and may be used for expressing breast milk or breastfeeding as needed.

A student who is pregnant or has a related condition may voluntarily take a leave of absence for the time deemed medically necessary by the student's licensed healthcare provider, or if the student so chooses, the time allowed under any City Heights Prep leave policy for which the student qualifies. A pregnant or parenting student is entitled to eight weeks of parental leave, 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.

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Upon the student's return from leave, the student will be reinstated to the academic status, and, as practicable, to the extracurricular status that the student held when the leave began. The student will not be required to provide any kind of certification demonstrating their ability to physically participate in any class, program, or extracurricular activity unless:

- The certified level of physical ability or health is necessary for participation in the class, program, or extracurricular activity;
- Such certification is required of all students participating in the class, program, or extracurricular activity; and
- The information obtained is not used as a basis for sex discrimination.

Students who are pregnant or have a related condition will not be required to provide supporting documentation unless necessary and reasonable to determine reasonable modifications or additional actions related to lactation space, leaves of absence, or voluntary access to any available separate and comparable portion of the program.

Training

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All employees, Coordinators and designees, investigators, decisionmakers, facilitators of the informal resolution process, and other persons who are responsible for implementing City Heights Prep's grievance procedures or have the authority to modify or terminate supportive measures will receive Title IX and sexual harassment training and/or instruction concerning sexual harassment as required by law.

Recordkeeping

City Heights Prep will maintain the following records for at least seven (7) years:

- For each complaint of sex discrimination, records documenting the informal resolution process or the grievance procedures, and the resulting outcome.
- For each notification the Coordinator receives of information about conduct that reasonably may constitute sex discrimination, records documenting the actions City Heights Prep took to meet its obligations under 34 C.F.R. § 106.44.
- All materials used to provide required Title IX training. City Heights Prep will make these training materials available upon request for inspection by members of the public.

The above records will be maintained in a secure location until destroyed in accordance with applicable laws and regulations.

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TITLE IX SEX DISCRIMINATION AND HARASSMENT COMPLAINT FORM

Your Name: _____ Date: _____

Email Address: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements and conduct; what, if any, physical contact was involved; any verbal statements etc.) (Attach additional pages, if needed):

I hereby authorize City Heights Prep 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

To be completed by City Heights Prep:

Received by: _____ Date: _____

Follow up Meeting with Complainant held on: _____

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Harassment, Intimidation, Discrimination, and Bullying Policy

Discrimination, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, City Heights Preparatory Charter School ("City Heights Prep") prohibits any acts of discrimination, harassment, intimidation, and bullying altogether.

As used in this policy, discrimination, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locs, and twists), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

To the extent possible, City Heights Prep 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. City Heights Prep school staff who witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

This policy applies to incidents occurring on the school campus, at school-sponsored events and activities regardless of the location, through school-owned technology, and through other electronic means, whether perpetrated by a student, employee, parent/guardian, volunteer, independent contractor or other person with whom City Heights Prep does business, and all acts of City Heights Prep's Board of Directors ("Board") in enacting policies and procedures that govern City Heights Prep.¹

City Heights Prep 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.

¹ This policy becomes effective on August 1, 2024. Conduct occurring before August 1, 2024 will be addressed in accordance with the former version of this policy, which was entitled "Title IX, Harassment, Intimidation, Discrimination and Bullying Policy."

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Definitions

Harassment means conduct based upon one or more of the protected characteristics listed above that is severe or pervasive, which unreasonably disrupts an individual's educational or work environment or that creates a hostile educational or work environment. Harassment includes, but is not limited to:

- Verbal conduct such as epithets, derogatory jokes, comments or slurs.
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school based on any of the protected characteristics listed above.
- Retaliation for reporting or threatening to report harassment.
- Deferential or preferential treatment based on any of the protected characteristics listed above.

Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- Placing a reasonable student ² or students in fear of harm to that student's or those students' person or property.
- Causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health.
- Causing a reasonable student to experience a substantial interference with the student's academic performance.
- Causing a reasonable student to experience a substantial interference with the student's ability to participate in or benefit from the services, activities, or privileges provided by City Heights Prep.

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, video or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

² "Reasonable student" is defined as a student, including, but not limited to, a student with exceptional needs, who exercises average care, skill and judgment in conduct for a person of the student's age, or for a person of the student's age with the student's exceptional needs.

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Electronic act means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- A message, text, sound, video, or image.
- A post on a social network Internet Web site including, but not limited to:
 - Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of “bullying,” above.
 - Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of “bullying,” above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
 - Creating a false profile for the purpose of having one or more of the effects listed in the definition of “bullying,” above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
- An act of “Cyber sexual bullying” including, but not limited to:
 - The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of “bullying,” above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - “Cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

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Bullying and Cyberbullying Prevention Procedures

City Heights Prep has adopted the following procedures for preventing acts of bullying, including cyberbullying.

Cyberbullying Prevention Procedures

City Heights Prep advises students:

- To never share passwords, personal data, or private photos online.
- To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
- To consider how it would feel receiving such comments before making comments about others online.

City Heights Prep informs its employees, students, and parents/guardians of City Heights Prep's policies regarding the use of technology in and out of the classroom. City Heights Prep encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

Education

City Heights Prep employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. City Heights Prep advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at City Heights Prep and encourages students to practice compassion and respect each other.

City Heights Prep 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.

City Heights Prep'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.

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City Heights Prep informs City Heights Prep employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

Professional Development

City Heights Prep 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 City Heights Prep employees who have regular interaction with students.

City Heights Prep 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

City Heights Prep also informs certificated employees about the groups of students determined by City Heights Prep and available research to be at elevated risk for bullying and provides its certificated employees with information on existing school and community resources related to the support of these groups. These groups include but are not limited to:

- Students who are lesbian, gay, bisexual, transgender, or questioning youth (“LGBTQ”) and those youth perceived as LGBTQ; and
- Students with physical or learning disabilities.

City Heights Prep encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for City Heights Prep’s students.

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Complaint Procedures

Scope of the Complaint Procedures

City Heights Prep will comply with its Uniform Complaint Procedures (“UCP”) policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person’s association with a person or group with one or more of the protected characteristics set forth in the UCP that:

- Are written and signed;
- Filed by an individual who alleges that they have personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying based on a protected characteristic, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
- Submitted to the City Heights Prep 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.

City Heights Prep will comply with its Title IX Policy when investigating and responding to complaints alleging sex discrimination, including sex-based harassment, in its education program or activity, as applicable.

The following procedures shall be utilized for complaints of misconduct prohibited by this Policy that do not fall within the scope of City Heights Prep’s Title IX Policy or comply with the writing, timeline, or other formal filing requirements of the UCP. A copy of City Heights Prep’s Title IX Policy and UCP is available online and at the school office.

Submitting a Report or Complaint

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene when safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this Policy for reporting alleged acts of misconduct prohibited by this Policy.

Reports and complaints of misconduct prohibited by this Policy shall be submitted to the School Director (or the Board Chair if the complaint is against the School Director) as soon as possible after the incidents giving rise to the report or complaint.

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

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While submission of a written report is not required, and City Heights Prep will investigate and respond to all oral and written reports of misconduct prohibited by this Policy, the reporting party is encouraged to submit a written report. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this Policy and other verbal or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the School Director, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

City Heights Prep acknowledges and respects every individual's right to privacy. All reports and complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes keeping the identity of the reporter and/or complainant confidential, as appropriate, except to the extent necessary to comply with applicable law, carry out the investigation and/or to resolve the issue, as determined by City Heights Prep on a case-by-case basis.

City Heights Prep prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy.

Investigation and Response

Upon receipt of a report or complaint of misconduct prohibited by this Policy, the School Director or designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days.

At the conclusion of the investigation, the School Director or designee will, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation and resolution of the incident/situation. However, the School Director or designee will not reveal confidential information related to other students or employees.

If the complaint is against the School Director, a Board member who is not the Board Chair will conduct a fact-finding investigation and provide the complainant with information about the investigation and resolution of the incident/situation.

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Consequences

Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from City Heights Prep or termination of employment.

Right of Appeal

Should a complainant find City Heights Prep's resolution unsatisfactory, for complaints within the scope of this Policy, the complainant may, within five (5) business days of notice of City Heights Prep's decision or resolution, submit a written appeal to the Chair of the City Heights Prep Board, who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal. The decisionmaker for the appeal will notify the complainant of the final decision.

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**HARASSMENT, INTIMIDATION, DISCRIMINATION & BULLYING
COMPLAINT FORM**

Your Name: _____ Date: _____

Email Address: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements and conduct; what, if any, physical contact was involved; any verbal statements etc.) (Attach additional pages, if needed):

I hereby authorize City Heights Prep 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

To be completed by City Heights Prep:

Received by: _____ Date: _____

Follow up Meeting with Complainant held on: _____