

**Western Sierra Charter School
Board of Directors Meeting
Tuesday, March 12, 2024**

Open Session Board Meeting – **3:00 PM**
Meeting Held At: 777 West Shaw Ave. Fresno, CA 93704

Members of the public may view and/or participate in the meeting at the Fresno address or virtually at our Oakhurst location at 41267 Highway 41, Oakhurst, CA 93644. Additionally, the meeting may be viewed virtually at:
<https://www.wscsfamily.org/live-broadcast.html>

Members of the public who wish to make written comment to the Board for this meeting should make their written request at least 24 hours prior to the meeting at: <http://www.wscsfamily.org/board-request.html>

Members of the public who wish to make live, spoken comment during this meeting should make their written request at least 24 hours prior to the meeting at: <http://www.wscsfamily.org/board-request.html>.

Access to Board Materials: A copy of the written materials which will be submitted to the WSCS Board may be reviewed by any interested persons on <http://www.wscsfamily.org/board-agenda-and-minutes.html> website along with this agenda following the posting of the agenda at least 72 hours in advance of this meeting.

Disability Access: Requests for disability-related modifications or accommodations to participate in this public meeting should be made 24 hours prior to the meeting at <http://www.wscsfamily.org/board-request.html>. All efforts will be made for reasonable accommodations. The agenda and public documents can be modified upon request as required by Section 202 of the Americans with Disabilities Act.

AGENDA

1. Call to Order
2. Roll Call to Establish Quorum
3. *Action: Board Meeting Agenda for March 12, 2024
4. *Action: Minutes from January 16, 2024

5. Hearing of Persons Wishing to Address the Board

The public is welcome to address the Board on any matter that is not on the agenda. Members of the public who wish to make live, spoken comment during this meeting should make their written request at least 24 hours prior to the meeting at: <http://www.wscsfamily.org/board-request.html>. The Board Chairperson will call upon members of the public who have requested to address the Board. If there are multiple speakers requesting to address the Board, the Board Chairperson may ask for a single spokesperson or may limit the number of persons speaking on the same topic. The Board members may ask questions for clarity, but cannot discuss or take action on these matters, if desired, until such matters are appropriately placed on the agenda. Unless otherwise determined by the Board, each person is limited to 3 minutes.

6. Written Communications (if any)
7. *Action: Warrant Reports for 1/11/2024 – 3/4/2024
8. Report on WSCS 2022-2023 Non-Profit Corp. Tax Filing Form 990
Scott Faeth of Borchardt, Corona, Faeth and Zakarian
9. *Action: Acceptance of the WSCS 2022-2023 Non-Profit Corp. Tax Filing form 990

10. *Action: Audit Engagement Letter with Borchardt, Corona, Faeth & Zakarian for Fiscal Year 2023-24
11. Info: 2nd Interim Overview and Budget Update – Jody Jeffers
12. *Action: Approval After the Fact of Purchase of Replacement Phone System for Endeavor
13. *Action: Amend Single Item Spending Limit Policy
14. Info: WSCS Server Cloud Migration – Aaron Kiang
15. *Action: Proceeding with Procurement of Cloud Based Server Service
16. *Action: Revision to Uniform Complaint Procedure (UCP) Policy – Holli Shipp
17. *Action: Obsolete Technology List
18. Info: School Safety Plan – Nick Teddleton
19. Info: Employee Handbook Draft– Holli Shipp
20. Info: Injury and Illness Prevention Program (IIPP) Policy Draft – Nick Teddleton
21. Info: Title IX Policy Draft – Holli Shipp
22. Reports
 - a). Executive Directors Report – Michael Cox
 - 1). Building Search Update
 - 2). Bathroom Additions Project Update
 - 3). Working on an Artificial Intelligence Policy
 - 4). FCMAT Non-Classroom Report
 - 5). Thoughts Regarding WSCS Staff Salary for 2024/2025
 - 6). WSCS Attendance Calendar for 2024/ 2025
 - 7). Form 700 Signing
 - b). Fresno Staff Liaison Report – LCAP Process Progress– Grace Reeve
 - c). Fresno Principal’s Report – Endeavor and Glacier WASC Self-Study Progress - Nancy Garcia
 - d). Oakhurst Staff Liaison Report – John Sloas
 - e). Oakhurst Principal’s Report – Eric Hagen
23. Next Scheduled Board Meeting Tuesday, May 14, 2024.
24. *Adjournment

Western Sierra Charter School

Board of Directors Meeting Minutes

Tuesday, January 16, 2024

Open Session Board Meeting – 3:00 PM

Meeting Held At: 777 West Shaw Ave. Fresno, CA 93704

1. Call to Order

Summer Thomas called the meeting to order at 3:07 PM.

2. Roll Call to Establish Quorum

Quorum established by roll call.

Board Members Present: Shantal Fosse, Lindsay Haussler, Summer Thomas, and Ian Whitney

Absent: Marc Gilchrist

WSCS Staff Present: Michael Cox, Nancy Garcia, Eric Hagen, Jody Jeffers, Diane Neulinger, and Holli Shipp

Liaisons Present: Grace Reeve and John Sloas

Guest: Felicia Olais, Mary Mellon, Bernie McGoldrick and Scott Faeth

3. *Action: Board Meeting Agenda for January 16, 2024

Approved

Motion: Lindsay Haussler Second: Shantal Fosse Vote: 4 yes, 0 no

4. *Action: Minutes from November 14, 2023

Approved

Motion: Ian Whitney Second: Lindsay Haussler Vote: 4 yes, 0 no

5. Introduce Bernie McGoldrick YUSD Board Member Replacing Marc Gilchrist as WSCS Board Rep.

Mr. McGoldrick comes to us from the YUSD Board of Directors where he has served for the last three years.

6. Introduce Mary Mellon as potential new WSCS Board member from Oakhurst

Mrs. Mellon is one of our MHS and GHS parents. She started with us at our Fresno resource center in 2017 and continues with us at our Oakhurst campus.

Closed Session – 3:15 PM

a) Consideration of new board member

Open Session – 3:21 PM

7. Report from Closed Session

New board members recommended for immediate installment.

8. *Action: Regarding New WSCS Board Member

Approved (Mr. McGoldrick voting)

Motion: Ian Whitney Second: Shantal Fosse Vote: 5 yes, 0 no

9. Hearing of Persons Wishing to Address the Board

None

10. Written Communications (if any)

Letter from the auditors.

11. Report on 2022-2023 Audit for MHS, GHS and ECS

Scott Faeth of Borchardt, Corona, Faeth and Zakarian

Mr. Faeth gave a brief explanation of the 22/23 SY audit report. All board members have received a copy of the report.

12. *Action: Acceptance of the 2022-2023 Audit Report for MHS, GHS and ECS

See included report.

Approved (Mrs. Mellon voting)

Motion: Lindsay Haussler

Second: Shantal Fosse

Vote: 6 yes, 0 no

13. *Action: Warrant Reports for 11/06/23 through 01/10/24.

Approved

Motion: Bernie McGoldrick

Second: Lindsay Haussler

Vote: 6 yes, 0 no

14. *Action: Approve Hiring New Staff: Holli Shipp and Kelly Maples

Holli Shipp – New HR Coordinator and Executive Assistant

Kelly Maples – New Student Supervision Support

Approved

Motion: Ian Whitney

Second: Lindsay Haussler

Vote: 6 yes, 0 no

15. Information: 1st Interim Overview and Budget Updated – Jody Jeffers

Jody gave a brief overview. See print-out.

We received a new music grant. GHS has declined in enrollment and MHS has an increase in enrollment.

16. Information: Midyear LCAP Updates for GHS, MHS and ECS – Grace Reeve

Grace Reeve gave a power point presentation. See included print-out.

17. Reports -

a). Endeavor Staff Liaison Report – Grace Reeve

Happy to welcome Robin Allen to the team of adjunct teacher.

See Power Point printout

b). Mountain Home School/Glacier High Staff Liaison Report – John Sloas

See Power Point printout

c). Executive Directors Report – Michael Cox

1). Preparing for Endeavor's Annual Visit with Authorizer FUSD

Visit date – 2/14/24

2). Oversight Plan for GHS and MHS with Authorizer YUSD

Currently working with YUSD on an oversight plan.

3). Preparing for Glacier Charter Renewal with YUSD

Our current charter is in effect until June 2025. Hoping to bring a draft to the board by June 2024.

4). Funding Determinations for Mountain Home and Endeavor

We will be filing in February.

5). Endeavor Building Search Update

The team visited some possible sites although we continue to search.

6). Oakhurst Building Improvements

Still working on getting new bathrooms built. We are currently stuck in the planning process.

7). Board Brown Act Training -

https://www.chartercenter.org/learning_programs/online-governance-academy/learning_courses/brown-act-training-course?locale=en

Reminder to the Board to complete this training.

d). Endeavor Principal's Report – Grace Reeve

Art Wall dedicated to the faithful service of Mr. McGough.

Mr. McGough addressed the Board expressing his thankfulness to the staff of WSCS for all the years of support as a teacher.

See Power Point print out

e). Mountain Home School/Glacier High Principal's Report – Eric Hagen

See Power Point print out

18. Next Scheduled Board Meeting March 12, 2024 at 3:00

Confirmed

19. *Adjournment @ 5:13 PM

Confirmed

Motion: Lindsay Haussler Second: Ian Whitney

Certificate of Secretary

I certify that I am the duly elected Secretary of the Western Sierra Charter Schools, a California nonprofit public benefits corporation; that these minutes are of the Board of Directors held on January 16, 2024.

Diane Neulinger

Minutes prepared and submitted by: Diane Neulinger

Checks Dated 01/11/2024 through 03/04/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
0926946	01/17/2024	47TH PLACE CARPET ONE FLOOR & HOME	0100-5800	FLOORING UNDERLAYMENT	9,939.99	
			0109-5800	FLOORING UNDERLAYMENT	4,060.00	13,999.99
0926947	01/17/2024	AAA BUSINESS SUPPLIES & INT.	0169-4300	KRAFT BAGS	56.39	
				PAPER/SPRAY BOTTLES/BADGE HOLDERS/BATTERIES	3,297.71	
				PAPER/STOAGE BAG	328.89	
				PINK ERASER	13.21	
				PIZZA BOXES	43.33	3,739.53
0926948	01/17/2024	APPLE INC	0100-4300	USB POWER ADAPTER/MAGSAFE 3 CABLE	52.63	
			0109-4300	USB POWER ADAPTER/MAGSAFE 3 CABLE	20.73	
			0169-4300	USB POWER ADAPTER/MAGSAFE 3 CABLE	86.11	159.47
0926949	01/17/2024	ASPEN PUBLIC SCHOOLS INC	0169-5800	SRO MORNING & EVENING SHIFT FEE		455.76
0926950	01/17/2024	Kiang, Aaron	0100-5200	MILEAGE RMB FOR DEC 2023	74.36	
			0109-5200	MILEAGE RMB FOR DEC 2023	29.29	
			0169-5200	MILEAGE RMB FOR DEC 2023	121.67	225.32
0926951	01/17/2024	Meeks, Kimberly A	0100-4300	PENCILS/ERASERS/BOOK MARKS/STICKERS		65.00
0926952	01/17/2024	SAFEGUARD BUSINESS SYSTEMS LOCKBOX 229	0169-5800	SPELLING BEES SHIRTS	296.34	
				Unpaid Sales Tax	2.70-	293.64
0926953	01/17/2024	Schiro, Julie M	0169-4300	RMB FOR SUPPLIES TO KIDS WORKSHOP		426.39
0926954	01/17/2024	SCHOOL PATHWAYS HOLDINGS, LLC	0100-5800	ANNUAL SUBSCRIPTION 7/13/23-6/30/24	4,095.35	
			0109-5800	ANNUAL SUBSCRIPTION 7/13/23-6/30/24	3,425.86	
			0169-5800	ANNUAL SUBSCRIPTION 7/1/23-6/30/2024	5,051.45	12,572.66
0926955	01/17/2024	SIERRA LOCK & GLASS INC	0169-5800	LABOR:REKEY DOOR/TRIP CHARGE		92.50
0926956	01/17/2024	SIERRA TELEPHONE, INC.	0100-5900	ACCT 00008284-8 JAN24	414.19	
			0109-5900	ACCT 00008284-8 JAN24	169.17	583.36
0926957	01/17/2024	TAMARA LUJAN	0169-5800	REISSUE FOR CHECK #0925314 PO24-00138		200.00
0926958	01/17/2024	TRUE VALUE	0100-4300	PLASTIC BENDER/PLASTIC STAKE/STAR DECK	64.88	
				PLASTIC STAKES	12.20	
				SPRAY PAINT/STEEL ACE/SAW	103.37	
			0109-4300	HAND/UTLTY KNIFE		
				PLASTIC BENDER/PLASTIC STAKE/STAR DECK	26.50	

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

Checks Dated 01/11/2024 through 03/04/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
0926958	01/17/2024	TRUE VALUE	0109-4300	PLASTIC STAKES	4.98	
				SPRAY PAINT/STEEL ACE/SAW	42.22	254.15
				HAND/UTLTY KNIFE		
0927596	01/23/2024	B&H PHOTO VIDEO REMITTANCE PROCESSING CENTER	0100-4300	FLAT BRAID POLY LANYARDS	92.17	
			0109-4300	FLAT BRAID POLY LANYARDS	36.31	
			0169-4300	FLAT BRAID POLY LANYARDS	150.81	279.29
0927597	01/23/2024	CAMPORA INC	0100-5500	HAZMAT AND PROPANE FUEL FEE	383.97	
			0109-5500	HAZMAT AND PROPANE FUEL FEE	156.83	540.80
0927598	01/23/2024	Decarli, Sandra A	0100-4300	NOV 2023 MILEAGE RMB TO S.DECARLI	37.20	
			0109-4300	NOV 2023 MILEAGE RMB TO S.DECARLI	15.20	52.40
0927599	01/23/2024	DPS MEDIA	0100-5800	PNDEROSA JAN 2024	167.39	
			0109-5800	PNDEROSA JAN 2024	68.37	235.76
0927600	01/23/2024	HARRY R. SAWL C/O SIEGEL & CO.	0169-5600	REISSUE CANCELED CHECK #0918928		11,350.00
				JAN24 RENT		
0927601	01/23/2024	Hill, April L	0100-4300	SEWING SUPPLIES		374.63
0927602	01/23/2024	HOMESCHOOL IN A BOX INC DBA CRAFTY SCHOOL CRATES	0100-4200	SCIENCE KITS WITH	423.59	
			0100-4300	LECTURES/HISTORY BOOKS		
			0100-4300	HANDS ON CRAFT KITS	978.02	1,401.61
0927603	01/23/2024	IMAGE 2000 INC.	0100-5800	CONTRACT 6621-02 12/5/23-1/4/24	130.18	
			0109-5800	CONTRACT 6621-02 12/5/23-1/4/24	53.12	
			0169-5800	CONTRACT 6621-02 12/5/23-1/4/24	289.61	472.91
0927604	01/23/2024	Image Market	0100-5800	GILDAN 50/50 SHORT SLEEVES		240.61
0927605	01/23/2024	INTEGRATED IT TRAINING CORP	0100-5800	24 M ACCESS TO IT SKILLS/12M V-LABS	725.34	
			0109-5800	24 M ACCESS TO IT SKILLS/12M V-LABS	285.74	
			0169-5800	24 M ACCESS TO IT SKILLS/12M V-LABS	1,186.92	2,198.00
0927606	01/23/2024	ISAAC RUMOHR	0100-4300	DESIGN PREP WORK AND COMPUND	692.25	
			0109-4300	APPLICATION FEE	282.75	975.00
				DESIGN PREP WORK AND COMPUND		
				APPLICATION FEE		
0927607	01/23/2024	KIMBERLY ELLIS	0109-4300	ACADEMIC DECATHLON SHIRTS		325.00
0927608	01/23/2024	MADERA COUNTY SUPERINTENDENT	0100-5200	23/24 CASC PROGRAM YEAR 2 FOR	2,130.00	
				E.HAGEN		
			0109-5200	23/24 CASC PROGRAM YEAR 2 FOR	870.00	3,000.00
				E.HAGEN		
0927609	01/23/2024	Moons, Angela	0100-5200	JAN 2024 MILEAGE RMB TO A. MOONS	42.62	
			0109-5200	JAN 2024 MILEAGE RMB TO A. MOONS	17.41	60.03
0927610	01/23/2024	OAKHURST ROCKS	0100-4300	RIVER ROCK BULK/GRAVEL BULK	132.34	

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0927610	01/23/2024	OAKHURST ROCKS	0109-4300	RIVER ROCK BULK/GRAVEL BULK	54.05	186.39
0927611	01/23/2024	PETUNIA'S PLACE	0169-4300	BOOKS FOR ENDEAVOR		89.20
0927612	01/23/2024	RAINBOW RESOURCE CENTER INC.	0169-4300	BOOKS FOR ENDEAVOR	832.82	
				VIDEO TEXT ALGEBRA MO. C-F SET	405.66	1,238.48
0927613	01/23/2024	SARAH LOCKWOOD	0109-4100	COLLEGE TXT BK ENJOYMENT OF MUSIC		253.83
0927614	01/23/2024	SAVE MART SUPERMARKETS DEPT. 33486-01	0169-4300	VANILLA EXT/SUGAR/HALF&HALF/ICE-SSF		44.58
0927615	01/23/2024	Teddleton, Nicholas B	0169-4300	BATTERIES	29.21	
				CFL DIMMER	40.08	69.29
0927616	01/23/2024	TRUE VALUE	0100-4300	ICE/ROPE/SPRAY BOTTLE/GLASS	134.64	
				CLEANER/SOFT SOAP		
				PAINT CARE/SURFORM POCKET PLANE	115.13	
				STAR DECK/GLOVES/PLASTIC STAKE	102.03	
			0109-4300	ICE/ROPE/SPRAY BOTTLE/GLASS	55.00	
				CLEANER/SOFT SOAP		
				PAINT CARE/SURFORM POCKET PLANE	47.02	
				STAR DECK/GLOVES/PLASTIC STAKE	41.68	495.50
0927617	01/23/2024	VERA KOTENKOV	0169-4300	FRESNO CITY BKS/VISTA HIGHER		176.76
				LEARNING		
0928532	01/31/2024	AAA BUSINESS SUPPLIES & INT.	0100-4300	Supplies, Instruction/Office/Janitorial	2,160.88	
			0109-4300	Supplies, Instruction/Office/Janitorial	882.61	3,043.49
0928533	01/31/2024	APPLE INC	0100-5800	QUOTE # R603085817		477.14
0928534	01/31/2024	C.A. REDING CO., INC.	0100-5800	Contract 16651-01 1/18/24 to 2/17/24	42.76	
			0109-5800	Contract 16651-01 1/18/24 to 2/17/24	17.47	
			0169-5800	Contract 16651-01 1/18/24 to 2/17/24	120.46	180.69
0928535	01/31/2024	COMCAST	0169-5900	Services Jan 1 to Jan 31st ACCT		429.00
				932782554		
0928536	01/31/2024	COMMERCE BANK	0100-4300	ONLINE MEMBERSHIP KIT, LABOR LAW	36.14	
				POSTER		
			0100-4400	CREDIT MEMO: JUMBO STEEL STORAGE	1,697.89-	
				CABINET		
				JUMBO STEEL STORAGE CABINET	3,375.39	
			0100-5800	ONE YEAR TERM ED-JOIN	396.00	
				ONLINE MEMBERSHIP KIT, LABOR LAW	164.67	
				POSTER		
			0109-4300	CONTROLLER, COPPER WIRE, MEMORY	708.23	
				CARD, CABLE, TELEMETRY SET		
				HOOK UP WIRE KIT - ROV	24.77	
				ONLINE MEMBERSHIP KIT, LABOR LAW	14.24	
				POSTER		

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Checks Dated 01/11/2024 through 03/04/2024

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0928536	01/31/2024	COMMERCE BANK	0109-4300	RASPBERRY Pi 3 mODEL BOARD - ROV	48.48	
				RUNCAM - ROV	43.09	
				SERVO METAL ARM HORN ALUMINUM - ROV	9.74	
				SMART LiPo BATTERY - ROV	53.86	
			0109-4400	CREDIT MEMO: JUMBO STEEL STORAGE CABINET	693.50-	
				JUMBO STEEL STORAGE CABINET	1,378.68	
			0109-5800	ONE YEAR TERM ED-JOIN	156.00	
				ONLINE MEMBERSHIP KIT, LABOR LAW POSTER	64.87	
			0169-4300	ONLINE MEMBERSHIP KIT, LABOR LAW POSTER	59.13	
			0169-5800	ONE YEAR TERM ED-JOIN	648.00	
				ONLINE MEMBERSHIP KIT, LABOR LAW POSTER	269.46	
				ROCK CLIMBING DAY PASS & RENTAL	1,452.00	6,511.36
0928537	01/31/2024	Cox, Michael S	0100-5900	CELL PHONE JAN 2024	24.75	
			0109-5900	CELL PHONE JAN 2024	9.75	
			0169-5900	CELL PHONE JAN 2024	40.50	75.00
0928538	01/31/2024	Culver, Melissa A	0100-5900	CELL PHONE JAN 2024	24.75	
			0109-5900	CELL PHONE JAN 2024	9.75	
			0169-5900	CELL PHONE JAN 2024	40.50	75.00
0928539	01/31/2024	DEPARTMENT OF JUSTICE	0100-5800	Fingerprints December 2023	42.24	
			0109-5800	Fingerprints December 2023	16.64	
			0169-5800	Fingerprints December 2023	69.12	128.00
0928540	01/31/2024	DMV	0100-5800	Pull Notice 08172896	.33	
			0109-5800	Pull Notice 08172896	.13	
			0169-5800	Pull Notice 08172896	.54	1.00
0928541	01/31/2024	Garcia, Nancy	0169-5900	CELL PHONE JAN 2024		75.00
0928542	01/31/2024	Hagen, Eric A	0169-4300	SPECIAL ED APP (APPLE)		150.00
0928543	01/31/2024	Hagen, Eric A	0100-5900	CELL PHONE JAN 2024	53.25	
			0109-5900	CELL PHONE JAN 2024	21.75	75.00
0928544	01/31/2024	HARRY R. SAWL C/O SIEGEL & CO.	0169-5600	ECS LEASE FEB 2024		11,350.00
0928545	01/31/2024	Hill, Greg	0109-4300	SENIOR CLASS MEETING		77.00
0928546	01/31/2024	Hill, Greg	0109-5900	CELL PHONE JAN 2024	37.50	
			0169-5900	CELL PHONE JAN 2024	37.50	75.00
0928547	01/31/2024	Jeffers, Jody L	0100-5900	CELL PHONE JAN 2024	24.75	

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Checks Dated 01/11/2024 through 03/04/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
0928547	01/31/2024	Jeffers, Jody L	0109-5900	CELL PHONE JAN 2024	9.75	
			0169-5900	CELL PHONE JAN 2024	40.50	75.00
0928548	01/31/2024	Kiang, Aaron	0100-5900	CELL PHONE JAN 2024	24.75	
			0109-5900	CELL PHONE JAN 2024	9.75	
			0169-5900	CELL PHONE JAN 2024	40.50	75.00
0928549	01/31/2024	Meeks, Kimberly A	0100-4300	WOODEN BOARD MATH NUMBERS GAMES	91.15	
			0100-5200	MILEAGE JAN 2024	60.30	151.45
0928550	01/31/2024	Mendoza, Ramon N	0100-4300	GAS FOR MAINT. EQUIPMENT	17.40	
			0109-4300	GAS FOR MAINT. EQUIPMENT	7.10	24.50
0928551	01/31/2024	Neulinger, Diane	0100-5200	MILEAGE NOV-JAN 2024	38.03	
			0109-5200	MILEAGE NOV-JAN 2024	14.98	
			0169-5200	MILEAGE NOV-JAN 2024	62.23	115.24
0928552	01/31/2024	OAK MEADOW INCORPORATED	0169-4300	7 Habits of Highly Effective Teens WKBK	301.13	
				Science/English Coursebooks & Teacher Manual	1,612.41	
				Unpaid Sales Tax	120.41-	1,793.13
0928553	01/31/2024	PITNEY BOWES GLOBAL FINANCIAL	0169-5900	(METER) Contract: 0041440683 Nov 12 to Feb 11		192.51
0928554	01/31/2024	PRO-SCREEN INC.	0169-5800	ECS Impact Logo & Install	2,808.26	
				Unpaid Sales Tax	47.83-	2,760.43
0928555	01/31/2024	RAINBOW RESOURCE CENTER INC.	0169-4100	Skill Sharpeners Math, Spelling, Science WKBK		581.97
0928556	01/31/2024	Reeve, Grace	0169-5900	CELL PHONE JAN 2024		75.00
0928557	01/31/2024	SABRINA ANNE COULOMBE	0100-5800	LIVSCAN		78.93
0928558	01/31/2024	TRUE VALUE	0100-4300	CREDIT MEMO INV 274706	21.41-	
				PIPE INSULATION, GLUE STICKS	36.80	
				PLANT FOOD, CLEANER, WK GLVE	74.39	
			0109-4300	CREDIT MEMO INV 274706	8.74-	
				PIPE INSULATION, GLUE STICKS	15.03	
				PLANT FOOD, CLEANER, WK GLVE	30.39	126.46
0928796	02/06/2024	2023 CSDC CONFERENCE REGISTRATION	0100-5300	CSDC MEMBERSHIP FOR ALL SITES	660.00	
			0109-5300	CSDC MEMBERSHIP FOR ALL SITES	270.00	
			0169-5300	CSDC MEMBERSHIP FOR ALL SITES	1,020.00	1,950.00
0928797	02/06/2024	AAA BUSINESS SUPPLIES & INT.	0100-4300	DISINFECTANT	125.20	
			0109-4300	DISINFECTANT	51.14	176.34
0928798	02/06/2024	Chugg, Christine A	0169-5200	MILEAGE AND TICKET RMB FOR SKITRIP ON 12/13/24	87.10	

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Checks Dated 01/11/2024 through 03/04/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
0928798	02/06/2024	Chugg, Christine A	0169-5800	MILEAGE AND TICKET RMB FOR SKITRIP ON 12/13/24	20.00	107.10
0928799	02/06/2024	Cox, Michael S	0100-5200	MILEAGE RMB FOR JAN 2024	111.43	
				PARSEC SUMMIT 2024	101.47	
			0109-5200	MILEAGE RMB FOR JAN 2024	43.89	
				PARSEC SUMMIT 2024	39.98	
			0169-5200	MILEAGE RMB FOR JAN 2024	182.36	
				PARSEC SUMMIT 2024	166.05	645.18
0928800	02/06/2024	Culver, Melissa A	0100-5200	MILEAGE RMB FOR JAN 2024	133.10	
			0109-5200	MILEAGE RMB FOR JAN 2024	52.43	
			0169-5200	MILEAGE RMB FOR JAN 2024	217.81	403.34
0928801	02/06/2024	DE LAGE LANDEN FINANCIAL SERVICES, INC.	0100-5600	CONTRACT 500-50358303 FEB 2024	263.06	
			0109-5600	CONTRACT 500-50358303 FEB 2024	103.63	
			0169-5600	CONTRACT 500-50358303 FEB 2024	430.47	797.16
0928802	02/06/2024	DELISA KUHTZ	0169-4100	COLLEGE COURSE HISTORY BOOK		75.57
0928803	02/06/2024	Hirata, Brook S	0169-5200	MILEAGE RMB FOR SKITRIP ON 12/13/24		87.10
0928804	02/06/2024	HOFFMAN ELETRONIC SYSTEMS	0100-5600	SECURITY SERVICES 01/01/24-01/31/24	21.30	
			0100-5800	SECURITY SERVICES 02/01/24-02/29/24	21.30	
			0109-5800	SECURITY SERVICES 01/01/24-01/31/24	8.70	
				SECURITY SERVICES 02/01/24-02/29/24	8.70	60.00
0928805	02/06/2024	Johnson, Tanya R	0169-5200	MILEAGE AND EQUIPMENT RMB FOR SKI TRIP ON 12/13/23	87.10	
			0169-5800	MILEAGE AND EQUIPMENT RMB FOR SKI TRIP ON 12/13/23	47.00	134.10
0928806	02/06/2024	LINDSAY JOANNE HAUSSLER	0169-4100	COLLEGE COURSE BOOK		83.00
0928807	02/06/2024	Mallard, Brandon	0169-5200	MILEAGE AND EQUIPMENT EMB FOR SKITRIP ON 12/13/23	87.10	
			0169-5800	MILEAGE AND EQUIPMENT EMB FOR SKITRIP ON 12/13/23	57.00	144.10
0928808	02/06/2024	PACIFIC GAS & ELECTRIC	0100-5500	PG&E SERVICES FOR JAN 2024	6.77	
			0109-5500	PG&E SERVICES FOR JAN 2024	2.76	
			0169-5500	PG&E SERVICES FOR JAN 2024	2,558.09	2,567.62
0928809	02/06/2024	RAINBOW RESOURCE CENTER INC.	0169-4300	LESSON BOOKS		710.72
0928810	02/06/2024	RALEYS INC IN STORE CHARGE	0100-4300	CORN/CLEAR CUPS/MILD SALSA	27.49	
				RALEYS LG AA CG FR	12.96	40.45
0928811	02/06/2024	SAFEGUARD BUSINESS SYSTEMS LOCKBOX 229	0100-5800	STAFF ONLINE APPAREL	325.22	
			0109-5800	STAFF ONLINE APPAREL	29.26	
			0169-5800	STAFF ONLINE APPAREL	21.74	376.22

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Checks Dated 01/11/2024 through 03/04/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
0928812	02/06/2024	SELF INSURED SCHOOLS OF CALIFO	0100-3402	Feb24 SISC Billing	993.90	
			0100-9514	Feb24 SISC Billing	19,020.83	
			0109-3402	Feb24 SISC Billing	405.94	
			0109-9514	Feb24 SISC Billing	9,723.69	
			0169-3402	Feb24 SISC Billing	825.56	
0928813	02/06/2024	Shipp, Holli S	0169-9514	Feb24 SISC Billing	33,422.33	64,392.25
			0100-5200	MILEAGE RMB FOR JAN 2024	38.03	
			0109-5200	MILEAGE RMB FOR JAN 2024	14.98	
			0169-5200	MILEAGE RMB FOR JAN 2024	62.23	
			0100-4300	PLASTIC BENDER BAORD/PLASTIC STAKE/RESID PLUG/WORK GLOVES POST LINE	78.40	
0928814	02/06/2024	TRUE VALUE	0109-4300	PLASTIC BENDER BAORD/PLASTIC STAKE/RESID PLUG/WORK GLOVES POST LINE	25.77	
				PLASTIC BENDER BAORD/PLASTIC STAKE/RESID PLUG/WORK GLOVES POST LINE	32.02	
				PLASTIC BENDER BAORD/PLASTIC STAKE/RESID PLUG/WORK GLOVES POST LINE	10.52	
				DRAFTING STOOL	121.72	
				KEYBOARD & PROMETHEN BOARD	74.12	
0929331	02/14/2024	AAA BUSINESS SUPPLIES & INT.	0109-4300	DRAFTING STOOL	49.71	
			0100-4300	KEYBOARD & PROMETHEN BOARD	30.27	
				300 SHOT FILM	122.12	
				SAMSUNG 40' TV	88.40	
				USB-C DOCKING STATION/USB-C 4K MULTIPOINT ADAPTOR	115.17	
0929332	02/14/2024	B&H PHOTO VIDEO REMITTANCE PROCESSING CENTER	0109-4300	300 SHOT FILM	48.11	
			0100-4300	SAMSUNG 40' TV	34.83	
				USB-C DOCKING STATION/USB-C 4K MULTIPOINT ADAPTOR	45.37	
				300 SHOT FILM	199.83	
				SAMSUNG 40' TV	144.67	
0929333	02/14/2024	CAPITOL PIPE & SUPPLY INC.	0109-4300	USB-C DOCKING STATION/USB-C 4K MULTIPOINT ADAPTOR	188.46	
			0169-4300	300 SHOT FILM	199.83	
			0169-4400	SAMSUNG 40' TV	144.67	
				USB-C DOCKING STATION/USB-C 4K MULTIPOINT ADAPTOR	188.46	
				PACKARD 2BS	1,665.71	
0929334	02/14/2024	Carter, Katelyn P	0100-4300	50 CFM FAN MOTOR/WHEEL	20.58	2,652.67
			0109-4300	50 CFM FAN MOTOR/WHEEL	8.40	
0929334	02/14/2024	Carter, Katelyn P	0169-4300	RMB FOR BOOK AT FRESNO CITY BOOKSTORE	89.95	
				RMB FOR BOOK AT FRESNO CITY BOOKSTORE		

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Checks Dated 01/11/2024 through 03/04/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
0929335	02/14/2024	Decarli, Michael J	0100-4300	RMB FOR 2H HOUR WRIST BANDS FOR PE TESTING	58.93	
			0109-4300	RMB FOR 2H HOUR WRIST BANDS FOR PE TESTING	24.07	83.00
0929336	02/14/2024	EMADCO DISPOSAL SERVICE INC.	0100-5800	MONTHLY DISPOSAL SERVICES FEB 2024	232.83	
			0109-5800	MONTHLY DISPOSAL SERVICES FEB 2024	95.10	327.93
0929337	02/14/2024	GLACIER HIGH SCHOOL CHARTER	0169-5800	CK FROM ECS TO GHS TO RMB CLASSIC CHARTER FEE		915.64
0929338	02/14/2024	Heidebrecht, JoAnn	0100-5200	JAN2024 MILEAGE RMB		10.05
0929339	02/14/2024	Hirata, Brook S	0169-5200	FIELD TRIP RMB FOR MEAL REDUCTION ON 2/1/24		55.50
0929340	02/14/2024	IMAGE 2000 INC.	0100-5800	CONTRACT 6621-02 1/5/24-2/4/24	389.61	
			0109-5800	CONTRACT 6621-02 1/5/24-2/4/24	159.14	
			0169-5800	CONTRACT 6621-02 1/5/24-2/4/24	853.60	1,402.35
0929341	02/14/2024	ISAAC RUMOHR	0100-4300	GRAPHIC PAINTING AND MOELING/COMPOUND APPLICATION	2,027.94	
			0109-4300	GRAPHIC PAINTING AND MOELING/COMPOUND APPLICATION	828.31	2,856.25
0929342	02/14/2024	JONES SCHOOL SUPPLY COMPANY IN	0100-4300	RIBBON/ENGRAVED PLATES/MEDALS		30.82
0929343	02/14/2024	Kiang, Aaron	0100-5200	JAN2024 MILEAGE RMB	190.14	
			0109-5200	JAN2024 MILEAGE RMB	74.91	
			0169-5200	JAN2024 MILEAGE RMB	311.15	576.20
0929344	02/14/2024	KONICA MINOLTA	0100-5800	ALL COVERED MONTHLY FEE JAN 2024	1,578.10	
			0109-5800	ALL COVERED MONTHLY FEE JAN 2024	621.67	
			0169-5800	ALL COVERED MONTHLY FEE JAN 2024	2,582.35	4,782.12
0929345	02/14/2024	LOR'S JANITORIAL	0169-5800	JANITORIAL CLENAING JAN 2024		3,956.00
0929346	02/14/2024	Moons, Angela	Cancelled	JAN2024 MILEAGE RMB		60.03 *
		Cancelled on 03/04/2024				
0929347	02/14/2024	Proto, Rachel L	0100-5200	JAN2024 MILEAGE RMB		48.91
0929348	02/14/2024	RAPTOR TECHNOLOGIES, LLC	0100-4300	RAPTOR VISITOR BADGES	74.67	
			0109-4300	RAPTOR VISITOR BADGES	29.41	
			0169-4300	RAPTOR VISITOR BADGES	122.20	226.28
0929349	02/14/2024	Reeve, Grace	0169-5200	FIELD TRIP RMB FOR MEAL REDUCTION ON 2/1/24		55.50
0929350	02/14/2024	SAFEGUARD BUSINESS SYSTEMS LOCKBOX 229	0169-5800	STAFF APPAREL		332.99
0929351	02/14/2024	SIERRA TELEPHONE, INC.	0100-5900	ACCT 00008284-8 FEB 2024	382.17	
			0109-5900	ACCT 00008284-8 FEB 2024	156.10	538.27

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Checks Dated 01/11/2024 through 03/04/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
0929352	02/14/2024	Teddleton, Nicholas B	0169-4300	RMB FOR ACE HARDWARE SPECIALTY BULB		7.62
0929353	02/14/2024	THE TALK TEAM	0100-5800	THE TALK TEAM SERVICES FOR STAFF	4,307.57	
			0109-5800	THE TALK TEAM SERVICES FOR STAFF	1,696.92	
			0169-5800	THE TALK TEAM SERVICES FOR STAFF	7,048.76	13,053.25
0929354	02/14/2024	TRUE VALUE	0100-4300	FRESHENER/GLOVES/TUBING POLY	64.28	
				LYSOL/TOILET PAPER/VEGETATION KLR	95.38	
				WALLBOARD	17.59	
			0109-4300	FRESHENER/GLOVES/TUBING POLY	26.26	
				LYSOL/TOILET PAPER/VEGETATION KLR	38.96	
				WALLBOARD	7.18	249.65
0929355	02/14/2024	YM&C	0169-5800	LEGAL SERVICES		2,145.00
0929356	02/14/2024	ZOOM VIDEO COMMUNICATIONS, INC	0100-5800	FEB24 CLOUD RECORDING/ZOOM ROOMS	65.34	
			0109-5800	FEB24 CLOUD RECORDING/ZOOM ROOMS	25.74	
			0169-5800	FEB24 CLOUD RECORDING/ZOOM ROOMS	106.92	198.00
0929978	02/21/2024	AAA BUSINESS SUPPLIES & INT.	0169-4300	GLOVES	11.60	
				GLOVES/COVER REPORT/HOLE PUNCH/BINDERS/BATTERIES	1,351.72	
				WIPES/LINERS	78.23	1,441.55
0929979	02/21/2024	ADAFRUIT INDUSTRIES LLC	0169-4300	CUIRCUT PLAYGROUND EXPRESS	243.35	
				Unpaid Sales Tax	.84-	242.51
0929980	02/21/2024	AMY MICU	0169-4100	RMB FOR PEARSON AND FCC BOOK TRANSACTIONS		390.98
0929981	02/21/2024	APPLE INC	0100-4300	HARDWARE REPAIR LVL 1 FOR COMPUTER REPAIR	35.20	
			0100-4400	14' MACBOOK PRO/POWER ADAPTER/USB CABLE/APPLE CARE	1,384.15	
			0100-5800	14' MACBOOK PRO/POWER ADAPTER/USB CABLE/APPLE CARE	105.27	
			0109-4300	HARDWARE REPAIR LVL 1 FOR COMPUTER REPAIR	13.87	
			0109-4400	14' MACBOOK PRO/POWER ADAPTER/USB CABLE/APPLE CARE	545.27	
			0109-5800	14' MACBOOK PRO/POWER ADAPTER/USB CABLE/APPLE CARE	41.47	

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Checks Dated 01/11/2024 through 03/04/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
0929981	02/21/2024	APPLE INC	0169-4300	HARDWARE REPAIR LVL 1 FOR COMPUTER REPAIR	57.60	
			0169-4400	14' MACBOOK PRO/POWER ADAPTER/USB CABLE/APPLE CARE	2,264.98	
			0169-5800	14' MACBOOK PRO/POWER ADAPTER/USB CABLE/APPLE CARE	172.26	4,620.07
0929982	02/21/2024	DEPARTMENT OF JUSTICE	0100-5800	JAN 2024 FINGERPRINT AND FED LVL SCAN	69.72	
			0109-5800	JAN 2024 FINGERPRINT AND FED LVL SCAN	9.28	
			0169-5800	JAN 2024 FINGERPRINT AND FED LVL SCAN	79.00	158.00
0929983	02/21/2024	ENTERPRISE RENT-A-CAR	0109-5200	CAR RENTAL FOR K. KELLY 1/26/24		196.42
0929984	02/21/2024	FRESNO PACIFIC UNIVERSITY ATTN UNIVERSITY EVENTS OFFICE	0169-5200	SUICIDE PREVENTION PD		702.20
0929985	02/21/2024	GOLD STAR FOODS	0100-4700	BREAKFAST CHEERIOS/MILK	180.63	
			0109-4700	BREAKFAST CHEERIOS/MILK	52.38	
			0169-4700	BREAKFAST CHEERIOS/MILK	128.25	361.26
0929986	02/21/2024	KRISTI L. ALLEN	0169-4100	RMB FOR TRUE+WAY ASL		60.00
0929987	02/21/2024	LEARNING ALLY, INC	0100-5800	1 YR BUILDING LICENSE FOR MHS/GHS/ECS	1,845.29	
			0109-5800	1 YR BUILDING LICENSE FOR MHS/GHS/ECS	753.71	
			0169-5800	1 YR BUILDING LICENSE FOR MHS/GHS/ECS	1,899.00	4,498.00
0929988	02/21/2024	LEXIA LEARNING SYSTEMS LLC	0100-5800	LEXIA ENGLISH STUDENT SUBSCRIPTION RENEWAL 2024	12,060.00	
			0169-5800	LEXIA ENGLISH STUDENT SUBSCRIPTION RENEWAL 2024	12,060.00	24,120.00
0929989	02/21/2024	Moons, Angela	0100-5200	MILEAGE RMB FOR FEB 2024	95.42	
			0109-5200	MILEAGE RMB FOR FEB 2024	38.98	134.40
0929990	02/21/2024	OAKHURST BUSINESS CENTER	0100-5800	LIVE SCAN ROLL FEE	17.75	
			0109-5800	LIVE SCAN ROLL FEE	7.25	25.00
0929991	02/21/2024	RAINBOW RESOURCE CENTER INC.	0100-4300	LECTURE & READING TXTBKS FOR GRADES 1-6	1,970.60	
			0169-4300	JULIUS CAESAR BOOKS ORDER OF 20	201.20	
				JULIUS CAESAR BOOKS ORDER OF 5	63.04	2,234.84
0929992	02/21/2024	TRUE VALUE	0100-4300	MISC HILLMAN FASTENER/CONN WIRE 22-14 ORG CD12	3.00	

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Checks Dated 01/11/2024 through 03/04/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
0929992	02/21/2024	TRUE VALUE	0100-4300	PIPE/ADAPTOR/PVCD	157.21	
				SOAP/GIFT ASSORTMENT	122.75	
				STAR DECK/BENDER BOARD/ PLASTIC STAKE	95.68	
			0109-4300	MISC HILLMAN FASTENER/CONN WIRE	1.23	
				22-14 ORG CD12		
				PIPE/ADAPTOR/PVCD	157.22	
				STAR DECK/BENDER BOARD/ PLASTIC STAKE	39.08	576.17
0929993	02/21/2024	Vaccaro, Diane	0169-5200	MEAL REDUCTION RMB 2/1/24		55.50
0929994	02/21/2024	ZANER-BLOSER INC.	0169-4300	HANDWRITING BOOKS FOR GRADEES K-5	468.87	
				Unpaid Sales Tax	1.64-	467.23
0930643	02/27/2024	AAA BUSINESS SUPPLIES & INT.	0100-4300	TONER/HANGING	1,375.37	
			0109-4300	FOLDERS/CRAYONS/PENS		
				TONER/HANGING	561.78	1,937.15
				FOLDERS/CRAYONS/PENS		
0930644	02/27/2024	COMMERCE BANK	0100-4300	DESK COMPUTER KEYBOARD AND MOUSE FOR D.JONES	55.79	
				ENERGIZER LED NIGHT LIGHT	224.14	
				HDMI SWITCH REMOTE	98.85	
				USB TIP LAPTOP CHARGER	91.65	
			0100-5200	REGISTRATION FOR A.KIANG TO 24	247.50	
				SPRING ACADAMY N. SONOMA		
				REGISTRATION FOR D. NEULINGER TO 24	247.50	
				SPRING ACADAMY N. SONOMA		
				REGISTRATION FOR M. CULVER TO 24	247.50	
				SPRING ACADAMY N. SONOMA		
				REGISTRATION FOR T.PALMER TO 24	247.50	
				SPRING ACADAMY N. SONOMA		
			0100-5800	EDJOIN ACCT FEES ONE YEAR TERM	1,200.00	
				REFUND ON EDJOIN ACCT FEES ONE YEAR TERM PAID ON 1/31/24	1,200.00-	
			0109-4300	DESK COMPUTER KEYBOARD AND MOUSE FOR D.JONES	22.78	
				ENERGIZER LED NIGHT LIGHT	91.55	
				HDMI SWITCH REMOTE	98.84	
				USB TIP LAPTOP CHARGER	36.10	

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Checks Dated 01/11/2024 through 03/04/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
0930644	02/27/2024	COMMERCE BANK	0109-5200	REGISTRATION FOR A.KIANG TO 24 SPRING ACADAMY N. SONOMA	97.50	
				REGISTRATION FOR D. NEULINGER TO 24 SPRING ACADAMY N. SONOMA	97.50	
				REGISTRATION FOR M. CULVER TO 24 SPRING ACADAMY N. SONOMA	97.50	
				REGISTRATION FOR T.PALMER TO 24 SPRING ACADAMY N. SONOMA	97.50	
			0169-4300	ENERGIZER LED NIGHT LIGHT	189.44	
				HDMI SWITCH REMOTE	197.69	
				USB TIP LAPTOP CHARGER	149.99	
			0169-5200	REGISTRATION FOR A.KIANG TO 24 SPRING ACADAMY N. SONOMA	405.00	
				REGISTRATION FOR D. NEULINGER TO 24 SPRING ACADAMY N. SONOMA	405.00	
				REGISTRATION FOR M. CULVER TO 24 SPRING ACADAMY N. SONOMA	405.00	
				REGISTRATION FOR T.PALMER TO 24 SPRING ACADAMY N. SONOMA	405.00	
			0169-5800	ROCK CLIMBING DAY PASS & EQUIPMENT ECS	1,178.00	5,434.82
0930645	02/27/2024	FAGEN FRIEDMAN & FULFROST LLP	0100-5800	SERVICES RENDERED THROUGH DEC 31,2023	54.94	
			0109-5800	SERVICES RENDERED THROUGH DEC 31,2023	21.65	
			0169-5800	SERVICES RENDERED THROUGH DEC 31,2023	89.91	166.50
0930646	02/27/2024	FRESNO STATE PEACH BLOSSOM FESTIVAL	0100-5800	PEACH BLOSSOM FESTIVAL FOR MHS 2024		105.00
0930647	02/27/2024	Hagen, Eric A	0109-4300	8TH GRADE LUNCH MEETING REGARDING GHS		100.00
0930648	02/27/2024	HARRY R. SAWL C/O SIEGEL & CO.	0169-5600	ECS MARCH 2024 RENT		11,350.00
0930649	02/27/2024	Jeffers, Jody L	0100-5200	MONTHLY MILEAGE RMB JAN 2024	58.19	
			0109-5200	MONTHLY MILEAGE RMB JAN 2024	22.92	
			0169-5200	MONTHLY MILEAGE RMB JAN 2024	95.23	176.34
0930650	02/27/2024	SAFEGUARD BUSINESS SYSTEMS LOCKBOX 229	0169-4300	NAVY MENS & LADIES SHIRTS	234.36	
				Unpaid Sales Tax	2.00-	232.36
0930651	02/27/2024	SANTA CLARA MARRIOTT HOTEL ATTN: TRACY MCKINNEY	0109-5200	HOTEL REG. FOR STATE COMP FOR DECATHLON GHS 3/21-3/24/24		3,133.50

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Checks Dated 01/11/2024 through 03/04/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
0930652	02/27/2024	SEBASTIAN	0169-4400	DEPOSIT FOR QUOTE # WSCSFRE21424	8,501.16	
			0169-5800	DEPOSIT FOR QUOTE # WSCSFRE21424	3,045.00	11,546.16
Total Number of Checks					134	268,337.08

	Count	Amount
Cancel	1	60.03
Net Issue		268,277.05

Fund Summary

Fund	Description	Check Count	Expensed Amount
0100	GENERAL FUND	80	80,528.85
0109	INDEPEDENT CHARTER	73	34,433.76
0169	Endeavor Charter School	86	153,489.86
Total Number of Checks		133	268,452.47
Less Unpaid Sales Tax Liability			175.42
Net (Check Amount)			268,277.05

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February 7, 2024

Western Sierra Charter Schools
Attention: Jody Jeffers
41267 Highway 41
Oakhurst, CA 93644

We are pleased to confirm our understanding of the services we are to provide Western Sierra Charter Schools for the years ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of Western Sierra Charter Schools, which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year ended, and the disclosures (collectively, the "financial statements").

We have also been engaged to report on supplementary information required by the State's audit guide, Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting that also accompanies the financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

1. Organization
2. Schedule of Fiduciary Net Assets – Fiduciary Funds
3. Schedule of Expenses by State Categories
4. Schedule of Instructional Time
5. Schedule of Average Daily Attendance
6. Reconciliation of Unaudited Actuals Report With Audited Financial Statements

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and will include tests of your accounting records, and the State's audit guide, Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting of Western Sierra Charter Schools and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the school or to acts by management or employees acting on behalf of the school. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the school's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures - Internal Control

We will obtain an understanding of the school and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, and *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Western Sierra Charter Schools compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will prepare the School's federal and state information returns for the year ended June 30, 2023 based on information provided by you. We will also assist in preparing the financial statements, supplementary information and related notes of the school in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards, including the Statements on Standards for Tax Services issued by the American Institute of Certified Public Accountants. The other services are limited to the financial statement and tax services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. We will advise management with regard to tax positions taken in the preparation of the tax return, but management must make all decisions with regard to those matters.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the school from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the school involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the school received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the school complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are also responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services, as noted in the Other Services paragraph, we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Western Sierra Charter Schools; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Borchardt, Corona, Faeth & Zakarian and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the California State Controller's Office and/or California Department of Education or their designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Borchardt, Corona, Faeth & Zakarian personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Scott Faeth is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in approximately June and to issue our reports no later than December 15.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, excluding out-of-pocket costs, will not exceed the totals listed below. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The fees listed below are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our fees for these services will be:

	Prior Years Fees			Proposed Fees for June 30, 2024		
	Mountain Home Charter	Glacier High Charter	Endeavor Charter	Mountain Home Charter	Glacier High Charter	Endeavor Charter
Financial Audit	\$ 6,365	\$ 5,760	\$ 6,565	\$ 6,675	\$ 6,050	\$ 7,220
State Compliance Audit	2,540	2,050	2,340	2,675	2,150	2,575
Consolidation into Forms 990 and 199	700	700	700	730	730	730
Board Meeting	120	120	120	120	120	120
Total All Fees	<u>\$ 9,725</u>	<u>\$ 8,630</u>	<u>\$ 9,725</u>	<u>\$ 10,200</u>	<u>\$ 9,050</u>	<u>\$ 10,645</u>

NOTE: We may need to revise our estimates if the State mandates additional audit procedures beyond items noted at this time. Fees for any additional procedures will be discussed with you in advance and will be sent to you as an addendum to this letter. Those fees will be billed separately.

In addition to the above noted fees, the Auditor will be reimbursed for reasonable and necessary out-of-pocket costs.

Reporting

We will issue a written report upon completion of our audit of Western Sierra Charter Schools financial statements. Our report will be addressed to governing board of Western Sierra Charter Schools. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that Western Sierra Charter Schools is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. **Our 2023 peer review report accompanies this letter.**

We appreciate the opportunity to be of service to Western Sierra Charter Schools and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

BORCHARDT, CORONA, FAETH & ZAKARIAN

A handwritten signature in cursive script that reads "Scott Faeth".

Scott Faeth, CPA

RESPONSE:

This letter correctly sets forth the understanding of Western Sierra Charter Schools.

By: _____

Title: _____

Date: _____

*****Please indicate the number of reports needed by your Board and for School use _____.***

Report on the Firm's System of Quality Control

To Borchardt, Corona, Faeth & Zakarian, Accountancy Corporation
and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Borchardt, Corona, Faeth & Zakarian, Accountancy Corporation, (the firm) in effect for the year ended May 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of the applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selection and Considerations

Engagements selected for review included audits performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Borchardt, Corona, Faeth & Zakarian, Accountancy Corporation in effect for the year ended May 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency (ies)* or *fail*. Borchardt, Corona, Faeth & Zakarian, Accountancy Corporation has received a peer review rating of *pass*.

Spafford & Landry, Inc.

August 29, 2023

Western Sierra Charter Schools 2023-24 2nd Interim Report Overview (as of 1/31/24)

		Mountain Home School		Glacier High School		Endeavor Charter School	
FINANCIAL REPORT							
Revenues, Expenditures, and Changes in Fund Balance							
Summary - Unrestricted/Restricted		Actuals to Date	Projected Year Totals	Actuals to Date	Projected Year Totals	Actuals to Date	Projected Year Totals
F I N A N C I A L	Total Revenues	1,315,201.74	2,659,238.00	644,838.99	1,209,138.00	1,869,335.04	4,528,384.00
	Total Expenditures	1,201,300.30	2,367,089.00	571,916.35	1,142,508.00	2,072,551.39	4,158,824.00
	Excess/Deficiency	113,901.44	292,149.00	72,922.64	66,630.00	(203,216.35)	369,560.00
	Other Financing Sources/Uses	0	0	0	0	0	0
	Net Increase/Decrease in Fund Balance	113,901.44	292,149.00	72,922.64	66,630.00	(203,216.35)	369,560.00
Fund Balance							
A N C I A L	Beginning Balance Unaudited as of 7/1/23		2,125,877.00		700,417.00		1,682,732.00
	Audit Adjustments		-		-		-
	Audited Balance		2,125,877.00		700,417.00		1,682,732.00
	Other Restatements		0		0		-
	Adjusted Beginning Balance		2,125,877.00		700,417.00		1,682,732.00
L	Ending Balance		2,418,026.00		767,047.00		2,052,292.00
	Components of Ending Balance						
	Restricted Balance		392,856.00		171,763.00		436,792.00
	Unrestricted						
	Assigned Reserves	85.5%	2,025,000.00	50.8%	580,000.00	37.3%	1,550,000.00
	Unassigned/Unappropriated Amount	0.0%	170.00	1.3%	15,284.00	1.6%	65,500.00
	Total Unrestricted Reserve	85.6%	2,025,170.00	52.1%	595,284.00	38.8%	65,500.00
AVERAGE DAILY ATTENDANCE							
A D A	Charter School Estimated Budgeted ADA		200.64		87.56		332.48
	Charter School Estimated Funded P-2 ADA		208.43		80.81		333.42
	Difference		7.79		(6.75)		0.94
CASH FLOW Current Year							
C A S H	Beginning Cash July 2023		2,358,322.00		743,800.00		1,301,039.00
	Total Receipts		2,506,933.00		1,234,615.00		5,253,483.00
	Plus/(Minus) Accruals & Adjustments		-		-		-
	Total Disbursements		(2,718,030.00)		(1,291,772.00)		(5,044,070.00)
	Plus/(Minus) Accruals & Adjustments		-		-		-
	Balance Sheet Changes		-		-		-
	Ending Cash June 2022		2,147,225.00		686,643.00		1,510,452.00
W	Cash Reserves/% of Expenditures		91%		60%		36%
Year 2							
M · Y ·	Total Revenues		2,688,353.00		1,221,072.00		4,528,384.00
	Total Expenditures	Capital Projects	2,619,491.92	Capital Projects	1,301,727.44		4,205,071.00
	Excess/Deficiency		68,861.08		(80,655.44)		323,313.00
	Other Financing Sources/Uses		0		0		0
	Net Increase/Decrease in Fund Balance		68,861.08		(80,655.44)		323,313.00
Year 3							
P · ·	Total Revenues		2,753,329.43		1,250,425.48		4,673,475.75
	Total Expenditures		2,428,377.92		1,229,105.49		4,330,859.05
	Excess/Deficiency		324,951.51		21,319.99		342,616.70
	Other Financing Sources/Uses		0		0		0
	Net Increase/Decrease in Fund Balance		324,951.51		21,319.99		342,616.70

Mountain Home School 2023-24 Financial Report as of 2/29/24

Category		Budget			Actual	Comments
Revenue		Adopted Budget (Annual)	Budget Adjustments (Annual)	Working Budget (Annual)	Actual Rev/Exp Year-to-date	
State Aid Block Grant (LCFF)	8011	934,319	(1,557)	932,762	595,268	Current Enrollment 214 Projected ADA for LCFF 208.43 Estimated P-2 ADA 208.43
Education Protection Account "EPA" (LCFF)	8012	189,474	(113,729)	75,745	101,794	
In Lieu Prop Tax (LCFF)	8096	1,203,760	167,822	1,371,582	689,997	
Lottery	8560	47,552		47,552	14,087	Prop 28 Arts & Music (ongoing restricted funding)
Interest	8660	4,000	22,540	26,540	26,540	
Mandate Block Grant	8550	3,979		3,979	3,964	
Arts and Music	8550	0	0	0	6,471	
State STRS Contribution on Behalf - Paper Trans	7690-8590	87,546		87,546	-	
Mental Health (pass through to SELPA)		0	16,235	16,235	10,466	
Other Local Revenue	8699	0	1,591	1,591	829	
SPED Revenue (6500)	8792	95,054	652	95,706	62,825	
Total Revenue		2,565,684	93,554	2,659,238	1,512,241	Total Revenue
Expense		(Annual)	(Annual)	(Annual)	Year-to-date	
Salaries (Certificated and Classified)		1,100,727	(37,822)	1,062,905	762,419	
Benefits (All Combined)		515,033	10,116	525,149	272,385	
Total Salary & Benefits		1,615,760	-27,706	1,588,054	1,034,804	
Instructional (Func.1000)	Object Code					One-time Expenditures
Textbooks and Core Curricula	4100	2,520	10,871	13,391	378	
Books and Ref Mat	4200	11,870	(206)	11,664	8,221	
Instructional Supplies (>\$500)	4300	58,466	99,133	157,599	54,700	
Instructional Equipment (\$500-\$4900)	4400	29,017		29,017	15,303	
Travel & Conference	5200	4,358	3,485	7,843	7,783	
Contracted Services	5800	92,958	20,590	113,548	95,417	
Communications	5900	10,737	3,206	13,943	3,379	
Equipment	6400	-		0	-	
Building (Func. 8100)						
Supplies	4300	13,763	603	14,366	14,290	Reduced due to delays in permitting
Equipment	4400	16,364	(3,500)	12,864	-	
Utilities	5500	6,300	500	6,800	5,972	
Rentals, Leases & Repairs	5600	1,628	789	2,417	2,353	
Custodial/Site Expense	5800	18,879	9,009	27,888	27,888	
Equipment	6400	0		0	-	
Facilities Construct(Func. 8500)						
Site Improvement	6100	10,650		10,650	-	
Building Improvements	6200	284,000	(259,150)	24,850	16,225	
Administrative (Func. 2700)						
Admin. Supplies	4300	8,266	2,854	11,120	2,445	
Admin. Equipment	4400	843	1,862	2,705	2,561	
Travel & Conference	5200	12,142	2,929	15,071	14,919	
Service Memberships/ Fees	5300	11,970		11,970	7,998	
Insurance 7200	5400	13,848	1,440	15,288	15,288	
Contracted Services	5800	17,666	(2,094)	15,572	7,532	
Contracted Services-Business Svc Fees	5800	55,855		55,855	-	
Communications	5900	11,399	5,363	16,762	1,864	
Equipment	6400	-		0	-	
Health Services (Func. 3120 &3140)						
Contracted Services	5800	8,400	3,000	11,400	7,327	
Food (Funct. 3700)						
Food Costs	4700	3,859		3,859	1,491	
Administrative (Func.7191)						
Contracted Services -auditors	5800	7,631		7,631	3,890	
General Administration (Func.7200/7300)						
YUSD Oversight 1%	5800	22,798		22,798	-	
Business Services (3.5% of Rev)	5800	26,206		26,206	990	
Fiscal Services (Func. 9200)						
Special Education Professional Services		4,572	95,151	99,723	21,556	
Mental Health Trfr			16,235	16,235	11,104	
Total Expense		2,382,725	(15,636)	2,367,089	1,385,679	Total Expense
Revenue Less Expenses		182,959	109,190	292,149	126,562	
Carryover from Prior Year		2,170,456		2,170,456		
Carryover as a Percentage of Total Expenses		91.1%		91.7%		
Ending Balance/Future Carryover		2,353,415		2,462,605		
Carryover as a Percentage of Total Expenses		98.8%		104.0%		
Net Income (Revenue Less Expense)		182,959		292,149		
Net Income as a percentage of Total Revenue		7.1%		11.0%		
Extraordinary Items						
One-time Expenditures		294,650	(259,150)	35,500		
One-time Funding Income		-		-		
Total		294,650	(259,150)	35,500		
Net Income Adjusted for Extraordinary Items		477,609	-	327,649		

Glacier High School 2023-24 Financial Report as of 2/29/24

Category		Budget			Actual	Comments
		Adopted Budget	Budget Adjustments	Working Budget	Actual Rev/Exp	
		(Annual)	(Annual)	(Annual)	Year-to-date	
Revenue						Current Enrollment 82
State Aid Block Grant (LCFF)	8011	428,313	(21,533)	406,780	265,810	Current Projected ADA for LCFF 80.81
Education Protection Account "EPA" (LCFF)	8012	200,203	(63,537)	136,666	102,554	Estimated P-2 ADA 80.81
In Lieu Prop Tax (LCFF)	8096	518,941	12,832	531,773	301,115	
Lottery	8560	20,752		20,752	8,634	
Interest	8660	2,000	6,902	8,902	8,902	
Mandate Block Grant	8550	4,826		4,826	4,808	
Prop 28 Arts and Music	8550	0	0	-	2,477	Prop 28 Arts & Music (ongoing restricted funding)
State STRS Contribution on Behalf - Paper Transaction	7690-8590	47,544		47,544	-	
Mental Health (pass through to SELPA)		0	7,215	7,215	4,407	
Other Local Revenue	8699	0	1,035	1,035	1,035	
SPED Revenue (6500)	8792	43,394	251	43,645	24,212	
Total Revenue		1,265,973	(56,835)	1,209,138	723,954	Total Revenue
Category		Budget			Actual	Comments
		(Annual)	(Annual)	(Annual)	Year-to-date	
Expenses						
Salaries (Certificated and Classified)		554,682	49,887	604,569	376,682	
Benefits (All Combined)		259,144	26,051	285,195	143,145	
Total Salary & Benefits		813,826	75,938	889,764	519,826	
Instructional (Func.1000)	Object Code					
Textbooks and Core Curricula	4100	7,213	10,335	17,548	254	
Books and Ref Mat	4200	5,612	(980)	4,632	721	
Instructional Supplies (>\$500)	4300	22,232	179	22,411	14,898	
Instructional Equipment (\$500-\$4900)	4400	5,012	2,481	7,493	7,305	
Travel & Conference	5200	4,540	4,707	9,247	9,052	
Contracted Services	5800	48,226	1,233	49,459	44,670	
Communications	5900	3,675	1,478	5,153	1,478	
Equipment	6400	-		-	-	
Building (Func. 8100)						
Supplies	4300	4,724	666	5,390	5,482	
Equipment	4400	5,750	(2,804)	2,946	-	
Utilities	5500	1,680	759	2,439	2,439	
Rentals, Leases & Repairs	5600	515	434	949	938	
Custodial/Site Expense	5800	6,590	4,417	11,007	11,007	
Equipment	6400	-		-	-	
Facilities Construct (Func. 8500)						
Site Improvement	6100	4,350	-	4,350	-	
Building Improvements	6200/6250	116,000	(105,850)	10,150	6,627	Reduced due to delays in permitting
Administrative (Func. 2700)						
Admin. Supplies	4300	2,899		2,899	1,814	
Admin. Equipment	4400	281	785	1,066	1,009	
Travel & Conference	5200	5,250	-	5,250	4,927	
Service Memberships/ Fees	5300	4,725	-	4,725	4,000	
Insurance	5400	4,200	1,823	6,023	6,023	
Contracted Services	5800	3,749	(785)	2,964	1,965	
Contracted Services-Business Svcs	5800	26,055	-	26,055	-	
Communications	5900	4,785	958	5,743	916	
Equipment	6400	-		-	-	
Health Services (Func. 3120/3140)						
Contracted Services	5800	4,200	144	4,344	2,849	
Food (Funct. 3700)						
Food Costs	4700	1,000		1,000	588	
Administrative (Func.7191)						
Contracted Services -auditors	5800	6,264	390	6,654	3,452	
General Administration (Func.7200/7300)						
YUSD Oversight 1%	5800	10,635		10,635	390	
Business Services (3.5% of Rev)	5800	11,166		11,166	-	
Fiscal Services (Func. 9200)						
Special Education Professional Services		74	10,972	11,046	3,977	
Mental Health			-	-	3,769	
Total Expense		1,135,228	7,280	1,142,508	660,374	Total Expense
Revenue Less Expenses		130,745	(64,115)	66,630	63,580	
Carryover from Prior Year		671,587		671,587		
Carryover as a Percentage of Total Expenses		59.2%		58.8%		
Ending Balance/Future Carryover		802,332		738,217		
Carryover as a Percentage of Total Expenses		70.7%		64.6%		
Net Income (Revenue Less Expense)		130,745		66,630		
Net Income as a percentage of Total Revenue		10.3%		5.5%		
Extraordinary Items						
One-time Expenditures		120,350	(105,850)	14,500		
One-time Funding Income		-		-		
Total		120,350	(105,850)	14,500		
Net Rev. Adjusted for Extraordinary Items		251,095	(105,850)	81,130		

Endeavor Charter School 2023-24 Financial Report as of 2/29/24

Category		Budget			Actual	Comments
Revenue		Adopted Budget (Annual)	Budget Adjustments (Annual)	Working Budget (Annual)	Actual Rev/Exp Year-to-date	Current Enrollment 337 Current Projected ADA for LCFF 333.42 Estimated P-2 ADA 333.42
State Aid Block Grant (LCFF)	8011	2,546,319	18,506	2,564,825	1,372,398	
Education Protection Account "EPA" (LCFF)	8012	1,043,987	(12,313)	1,031,674	503,955	
In Lieu Prop Tax (LCFF)	8096	347,042	(4,745)	342,297	-	
Lottery	8560	77,200	1	77,201	39,543	Prop 28 Arts & Music (ongoing restricted funding)
Interest	8660	4,000	15,246	19,246	19,273	
Mandate Block Grant	8550	10,336		10,336	10,296	
Prop 28 Arts and Music	8550	0	43,758	43,758	839	
State STRS Contribution on Behalf - Paper Trans	7690-8590	101,514		101,514	-	
Mental Health		0	26,358	26,358	12,124	
Other Local Revenue	8699	0		0	720	
SPED Revenue (6500) (State and Fed)	8792	307,209	3,966	311,175	200,728	
Total Revenue		4,437,607	90,777	4,528,384	2,159,876	Total Revenue
Category		Budget			Actual	Comments
Expense		(Annual)	(Annual)	(Annual)	Year-to-date	
Salaries (Certificated and Classified)		1,902,691	66,213	1,968,904	1,267,853	
Benefits (All Combined)		844,563	31,620	876,183	487,519	
Total Salary & Benefits		2,747,254	97,833	2,845,087	1,755,372	One-time expenditures
Instructional (Func.1000)						
Textbooks and Core Curricula	4100	6,048	9,710	15,758	2,024	
Books and Ref Mat	4200	9,602	5,336	14,938	3,733	
Instructional Supplies (>\$500)	4300	152,733	7,099	159,832	135,868	
Instructional Equipment (\$500-\$4900)	4400	18,102	197,875	215,977	32,342	
Travel & Conference	5200	9,068	3,665	12,733	12,467	
Contracted Services	5800	177,364	527	177,891	155,023	
Communications	5900	6,295		6,295	2,886	
Equipment	6400	-		0	-	
Building (Func. 8100)						
Supplies	4300	15,621	(10,500)	5,121	3,880	
Equipment	4400	5,250	-	5,250	-	
Utilities	5500	20,917	-	20,917	19,875	
Rentals, Leases & Repairs	5600	142,071	474	142,545	105,775	
Custodial/Site Expense	5800	114,276		114,276	30,207	
Equipment	6400	0		0	-	
Facilities Construct(Func. 8500)						
Site Improvement	6100	0		0	-	
Building Improvements	6200	0		0	-	
Administrative (Func. 2700)						
Admin. Supplies	4300	7,479	312	7,791	3,510	
Admin. Equipment	4400	12,979	-	12,979	6,477	
Travel & Conference	5200	20,920	1,024	21,944	22,345	
Service Memberships/ Fees	5300	14,781		14,781	13,133	
Insurance 7200	5400	20,005	5,012	25,017	25,017	
Contracted Services	5800	21,607		21,607	10,828	
Contracted Services-Business Svc Fees	5800	94,200	(10,000)	84,200	-	
Communications	5900	11,823	(6,000)	5,823	3,006	
Equipment	6400	-		0		
Health Services (Func. 3120 & 3140)						
Contracted Services	5800	1,242		1,242	495	
Food (Func. 3700)						
Food Costs	4700	1,593	91	1,684	1,812	
Administrative (Func.7191)						
Contracted Services -auditors	5800	7,661	1,620	9,281	3,890	
General Administration (Func.7200/7300)						
District Oversight Fee (1% of LCFF Rev)	5800	38,449	-	38,449	-	
Business Services (3.5% of Rev)	5800	40,371	-	40,371	1,620	
Fiscal Services (Func. 9200)						
Special Education Professional Services		95,867	41,168	137,035	48,646	
Mental Health						
Total Expense		3,813,578	345,246	4,158,824	2,400,229	Total Expense
Revenue Less Expenses		624,029	(254,469)	369,560	(240,352)	
Carryover from Prior Year		1,666,982	-	1,666,982		
Carryover as a Percentage of Total Expenses		43.7%		40.1%		
Ending Balance/Future Carryover		2,291,011		2,036,542		
Carryover as a Percentage of Total Expenses		60.1%		49.0%		
Net Income (Revenue Less Expense)		624,029		369,560		
Net Income as a percentage of Total Revenue		14.1%		8.2%		
Extraordinary Items						
One-time Expenditures		-		-		
One-time Funding Income		-		-		
Total		-	-	-		
Net Income Adjusted for Extraordinary Items		624,029	-	369,560		

Quote# WSCSFRE21424



Western Sierra Charter School - Fresno

Phone System Replacement Quote
(On-Site Option)

PREPARED FOR:

Aaron Kiang
IT Specialist
559-248-0482
akiang@wscsfamily.org

PREPARED BY:

Mike Valadez
Inside Sales
559-290-0623
mvaladez@sebastiancorp.com

7600 N. Palm Ave. | Fresno, CA 93711 | sebastiancorp.com

FRESNO



KERMAN



SACRAMENTO



FOREST HILL

Quote# WSCSFRE21424

Attention: Aaron Kiang
Email: akiang@wscsfamily.org

Site Address: 777 W. Shaw Ave
City, State, Zip: Fresno CA 93704
Site Name: Western Sierra Charter School
Building Name: Western Sierra Charter School

Presented To:



Equipment List

Quantity	Product Description
On-Site Option	
1	ESI 200e Phone System
1	50e Software
2	EXP04 module adapter
3	FXO line modules
2	ePhone X (for reception)
35	ePhone 4x
20	Wifi USB Dongle
28	Patch Cords
20	Power Supplies
1	Labor



Quote# WSCSFRE21424

Presented To:



Attention: Aaron Kiang

Email: akiang@wscsfamily.org

Site Address: 777 W. Shaw Ave

City, State, Zip: Fresno CA 93704

Site Name: Western Sierra Charter School

Building Name: Western Sierra Charter School

Scope of Work

Provide and install equipment listed on page 2 in addition to the following services:

1. Sebastian will Source and Install Phone System Replacements during normal business hours, M-F 8am to 5pm. (See attached equipment brochures)
2. Any changes to the scope of work will be supported by an authorized signed Job Change Order.
3. Sebastian will honor these prices for thirty (30) days from date of proposal.
4. Location of any electronic equipment provided must be environmentally sound, free of dust and excessive heat, and requires a dedicated 110volt power outlet.
5. If applicable, Sebastian cannot take responsibility for faulty cable installed or damaged by others.
6. Sebastian is not responsible for the expressed claims of the manufactures and their intent of use of product and services provided by others. Sebastian will make every reasonable effort to satisfy the intended use of equipment and services provided by Sebastian, but shall be held harmless in the event that additional hardware is required to make the claims that equipment will work in certain environments.
7. This proposal and its pricing assume clean & usable pathways for running cable. If usable pathways are not found, Sebastian can provide a separate quote to create pathways.

8. Inclusions:

- Sebastian will source and install ALL items listed on PG2 (See attached equipment brochures)

9. Exclusions:

- Sebastian is not responsible for providing any equipment not specifically listed above.
- Sebastian is not responsible for any structural or cosmetic repairs for walls, ceilings or floors as a result of replacing or removing existing equipment.
- Sebastian excludes the connection or integration of any equipment that is not included in this quote. Should any additional equipment be needed, Sebastian can provide a separate quote to the customer for installation and connection of the proposed systems.

Standard Warranty Information

Sebastian provides a 1 year parts and labor warranty. Manufacturer's warranty may be different.

Sebastian is not responsible for the expressed claims of manufacturers and their intended use of product and services provided by others. Sebastian will make every reasonable effort to satisfy the intended use of equipment and services provided by Sebastian, but shall be held harmless in the even that additional hardware is required to make the claims that equipment will work in certain environments.



Western Sierra Charter School - Fresno

Phone System Replacement Quote (On-Site Option)

Pricing Quote

Material:		\$15,692.04
Labor:		\$6,090.00
Other:		\$0.00
<hr/>		
Sub-Total:		\$21,782.04
Sales Tax:	8.35%	\$1,310.29
Grand Total		\$23,092.33

Billing Information

Customer PO: _____

Billing Address: 777 W. Shaw Ave, Fresno CA 93704

Billing Email: akiang@wscsfamily.org

Billing Contact: Aaron Kiang

Payment Terms

A 50% Deposit of \$11,546.17 will be due upon acceptance and signature. With a 50% payment of \$11,546.16 due after install.

By signing below I hereby agree to all the terms of the attached contract.

Customer: _____

Name: Aaron Kiang

Title: IT Specialist

Date: _____

Sebastian Rep: _____

Mike Valadez | Inside Sales

Date: _____

Contract Terms

1. Acceptance - Seller hereby accepts Buyer's order for the equipment described on the face hereof (the "Equipment"), but such acceptance is expressly conditional upon acceptance by Buyer of the terms set forth herein. Buyer expressly agrees to the following terms as a condition to acceptance of the Equipment.

2. Rejected Equipment - If the Equipment is not in accordance with the specifications and terms set forth in this sales Agreement, such Equipment may be rejected by Buyer, in Buyer's sole discretion, by written notice to Seller.

3. Right to Cancel - Buyer shall have the right to cancel all or part of the order set forth in this Agreement by written notice to Seller if the Equipment specified in this Agreement is not delivered and installed within the time specified.

4. Time of Essence - Seller and Buyer acknowledge that time is of the essence of this Agreement.

5. Identification of Equipment - Identification of the Equipment to this Agreement shall not occur under the provisions of California Uniform Commercial Code section 2501, [where the Buyer obtains an interest in the Equipment upon identification] but rather Buyer shall obtain an interest in the Equipment only upon completion of Installation and acceptance by Buyer.

6. Title - The parties explicitly agree that title to the Equipment pertaining to this Agreement shall pass on completion of Installation of the Equipment by Seller and acceptance thereof by Buyer.

7. Risk of Loss - Unless otherwise agreed by Seller in writing, risk of loss in any Equipment, regardless of the cause, shall belong to Seller up until Installation by Seller and acceptance by Buyer. Thereafter, the risk shall pass to Buyer.

8. Disclaimer of Warranties - **OTHER THAN THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.**

No agent, employee, or other representative of Seller shall have authority to bind Seller to any representation, promise, affirmation, or warranty regarding the goods purchased under this Agreement. There are no representations between the parties to this Agreement other than those expressly set forth in this Agreement.

9. Compliance - Seller shall put forth reasonable professional efforts to comply with applicable laws, codes, regulations, standards, ordinances, and rulings (collectively the "**Laws**") in effect as of the date of this Agreement. Seller warrants that the Equipment complies with all such Laws at the time of Installation. Furthermore, all permits, licenses, approvals, inspection fees, and sales or use taxes necessary for sale and Installation of the Equipment specified in this Agreement shall be secured by Seller and paid for by Seller. In any event, Buyer waives any claim against Seller and agrees to defend, indemnify and hold Seller harmless from any claim or liability for injury or loss allegedly arising from Seller's failure to abide by Laws that were not in effect or publicly announced at the time when Seller otherwise would have incorporated their intent into the services. Buyer further agrees to compensate Seller for any time spent or expenses incurred by Seller in defense of any such claim.

10. Modification - This Agreement may be terminated, supplemented, amended, waived, or modified only by a writing signed by the party against which the enforcement of the termination, supplement, amendment, waiver or modification shall be sought. Any written amendment duly executed by the parties to this Agreement shall be binding notwithstanding the absence of any consideration therefore.

11. Waiver - Except as may be expressly provided in a writing signed by the parties to this Agreement, the failure or delay of either party to this Agreement to insist in any instance on strict performance of any provision of this Agreement shall not be construed as a waiver of that provision or the relinquishment of any rights under that provision in the future, but the provision shall continue and remain in full force and effect.

12. Assignment or Delegation - Neither party to this Agreement may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party to this Agreement, which consent may be withheld in that party's sole and absolute discretion. Despite such consent, no assignment will release the assignor from any of its obligations or alter any of its primary obligations to be performed under this Agreement.

13. Competency - Buyer represents and warrants that Buyer is financially solvent, able to pay its debts as they become due and possesses sufficient working capital to comply with all requirements of this sales Agreement, that it is sufficiently experienced and competent to perform this Agreement in accordance with its terms and is, if required by applicable Law, authorized to do business in the State of California.

14. Events of Default by Buyer - The following will be an event of default ("Event of Default") under this Agreement: "Buyer defaults in any payment due to Seller or Seller determines that Buyer is likely to default in any payment, including, without limitation: (i) where Buyer is unable, or states that it is unable, to pay its debts as and when they fall due; (ii) where a liquidator, receiver, manager, controller, trustee, or other insolvency administrator is appointed in respect of Buyer or any (or all) of its assets, or a scheme of arrangement is proposed or approved in respect of Buyer; (iii) where a mortgagee enters into possession of any of Buyer's assets; (iv) Buyer makes an assignment for the benefit of creditors; (v) Buyer files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent; (vi) an involuntary case is commenced seeking the liquidation or reorganization of Buyer under the United States Bankruptcy Code or any similar proceeding shall be commenced against Buyer under any other applicable federal, state, or foreign law and the petition commencing the involuntary case is not dismissed within sixty (60) days of its filing; or (vii) any similar situation occurs."

15. Seller's Remedies - Upon the occurrence of an Event of Default, all monies owing and outstanding by Buyer to Seller on any account whatsoever will become immediately due and payable (without any requirement for notice from Seller to Buyer). Furthermore, without limiting the terms of this Agreement, or Seller's other rights, Seller may, at its sole option and in its sole discretion:

15.1 - Terminate this Agreement;

15.2 - Defer or decline to make any or all deliveries or Installation of the Equipment, or any portion thereof, under this Agreement, until Seller receives security satisfactory to Seller, or cash payment in advance of delivery or Installation, or both;

15.3 - Cancel the relevant Equipment order and/or Installation and any subsequent Equipment order or installation with notice to Buyer but without prejudice to any other action or remedy which Seller has or might otherwise have had; and

15.4 - Reclaim and resell the Equipment in Buyer's possession or under Buyer's control, and enter any premises where Seller believes that Equipment is held, and recover from Buyer all costs associated with such activities.

16. Arbitration - Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by neutral, binding arbitration. The number of arbitrators shall be three. The place of arbitration shall be Fresno, California. The parties shall have the right to discovery in accordance with Code of Civil Procedure section 1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator may be entered by any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by California Law.

17. Choice of Forum - Any dispute arising from this Agreement, not resolved by arbitration, shall be adjudicated in the courts of Fresno County, California, if instituted in State Court, or the Eastern District of California, if instituted in Federal Court of the United States.

18. Governing Law - This Agreement, the rights of the parties hereunder to and concerning the Equipment, and any documents, instruments or agreements mentioned or referred to herein shall be governed by and construed according to the laws of the State of California, specifically including the provisions of the California Uniform Commercial Code.

19. Limitation on Actions - Any action brought under this Agreement shall be brought within one (1) year from the completion of the Installation of the Equipment, or the cessation of the work of Installation of the Equipment by Seller.

20. Limitation of Liability

20.1 - The liability of Seller to Buyer (or to any other third party claiming through Buyer via indemnity or otherwise) arising from the Equipment or Seller's breach of this Agreement, however caused and whether the claim arises in contract, tort, breach of warranty, strict liability or other theory of liability, will, to the maximum extent permitted by law, be limited to direct damages actually incurred and will not exceed the consideration paid by Buyer to Seller for the Equipment giving rise to the liability. In no event will Seller have any liability for claims to the extent attributable to the acts or omissions of Buyer or any third party claiming through Buyer via indemnity or otherwise.

20.2 - In no event will Seller be liable to Buyer (or any third party claiming through Buyer via indemnity or otherwise) for any indirect, incidental, special or consequential damages, even if Seller is or was advised of the possibility of such damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, power and loss or damage to property or Equipment.

20.3 - The limitations of liability set forth in this Section are of the essence of this Agreement and are the basis on which consideration for the Equipment was determined.

21. Attorney Fees - If any action at law or in equity is commenced by either party to enforce or interpret the terms of this Agreement, the party finally prevailing in such proceeding or action (after appeal, if any) shall be entitled to recover from the unsuccessful party reasonable attorney's and other professional's fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.

22. Force Majeure - Seller shall not be liable to Buyer or any other person for any failure or delay in the performance of any obligation under this Agreement due to events beyond its reasonable control, including, but not limited to, fire, storm, flood, drought, earthquake, explosion, accident, acts of the public enemy, war, terrorism, sabotage, strikes, lockouts, labor disputes, labor shortage, work stoppages, transportation embargoes or delays, failure or shortage of materials, supplies or machinery, acts of God, or acts, resolutions or priorities of the federal, state or local governments or branches or agencies thereof. In the event of interruption of Seller's business due to events beyond Seller's control, Seller shall have the option of canceling or deferring undelivered or uninstalled orders of Equipment in whole or in part by verbal or written notification to Buyer.

23. Severability - If a court or an arbitrator or competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

24. Entire Agreement - This Agreement constitutes the entire agreement between the parties. Any order submitted on Buyer's own form containing statements, clauses, or conditions modifying, adding to, repugnant to, or inconsistent with the terms in this Agreement will be accepted by Seller only on the condition and with the express understanding that the obligations of Seller shall be determined solely by the terms and conditions of sale and Installation contained in this Agreement. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed an acceptance of those provisions or as a waiver of the provisions of this Agreement. None of Buyer's or Seller's representatives have authority to orally modify, rescind, or revise any of the terms of this Agreement, and the terms of this Agreement constitute the entire agreement of the parties with respect to the subject matter of this Agreement. Any waiver of the terms of this Agreement to be effective must be in writing and signed by a principle of the corporation on behalf of Buyer and authorized personnel on behalf of Seller.

25. Ownership - All equipment installed by Sebastian shall be owned by Sebastian till complete payment for services is rendered. In the event of payment default or contract honor, Sebastian will be granted access to repossess or disable equipment.

26. Substantial Completion - The project is fit for its intended use minus any programming, training, and punch list items.

Buyer has thoroughly examined and become familiar with the terms of this Agreement. Buyer's acceptance of this Agreement or Buyer's acceptance of all or any part of the Equipment, and the Installation thereof, specified in this Agreement shall constitute agreement by Buyer to all of this Agreement's specifications, terms and conditions.



ESI eSIP Evolution Series™

Premium Power, Performance and Security



The all-new **ESI eSIP Evolution Series™** delivers power, performance, flexibility and scalability for small to mid-sized enterprises up to 500 users. With a modular design that uses the very latest advanced standards-based technology, the eSIP Evolution Series is engineered for the communications needs of today, while “future-proofing” your investment with the ability to grow along with your organization in the future.

Easy to Deploy

The ESI eSIP Evolution Series will install into the most demanding business environments. Comprehensive auto-provisioning and advanced plug-and-play capabilities, combined with an intuitive Metro UI driven by point-and-click configuration, means faster installations to ensure your business communications can be up-and-running in very little time.

Premium Technology & Features

Users can take advantage of enterprise-grade features that help to improve productivity and efficiency by making routine tasks simple, such as: visual voice mail, dial-by-name directories, conferencing, advanced call handling, call recording, and more!

Key Features & Benefits:

- Quick multi-site & remote connections
- Advanced call handling options
- Built-in call recording capability
- Conferencing & three-way calling
- Visual voice mail & Email to SMS
- Web-based management
- Powerful add-ons include: eMobile app for smartphones, auto-provisioning, LDAP, conference panel, VPN server, and more!

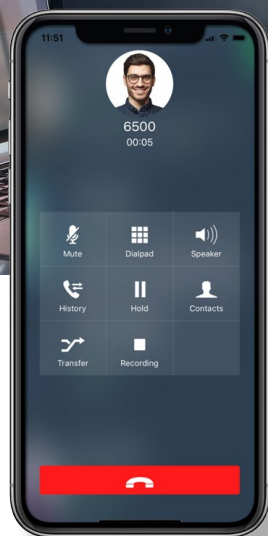
Power & Performance

The ESI eSIP Evolution Series utilizes the latest powerful technology advancements, including industrial-grade Quad Core processors, T1 DSP voice processors, and extended-life power units with lightning protection. This solution works with SIP/IAX2, PSTN lines, ISDN, T1/PRI, and GSM/3G/4G.

Secure & Reliable

Gain peace-of-mind with advanced fail-over/redundancy, built-in security, monitoring and reporting capabilities as standard. Additionally, the internal firewall/threat detection and support for TLS and SRTP encryption means that your communications remain secure from unexpected threats to your system.





*ESI eMobile™
on Android smartphone*

Take Your Extension With You As You Travel

Whether you're traveling for business or personal reasons, your business doesn't stop operating just because you're away! Take the critical features of your business phone on the road with you by using the **ESI eMobile™** application for smartphones. Access voice mails, contact directories, and call recording features from wherever you may be, and always stay available to receive calls from your most valuable clients - even from the beach!

ESI Communicator™ (Desktop Call Control)

This PC-based desktop application provides an interface where users can access basic call control features such as Drag-and-Drop Transfers, Forward, Visual Park, Hold, Voicemail Access and more! Additional features include Monitor, Whisper, Barge, Agent Login, and Chat, plus the Extensions List shows presence status for every extension at your location.

ESI Access™ (Physical Access Control)

This is a great solution to keep your office facilities more secure, allowing entry/exit access via programmed RFID cards, the built-in dial pad, or both. Users can view detailed information, such as employee work hours and attendance history. Models supporting HD video integrate with the ESI ePhone X™ so users can see who is requesting access from any connected locations.



*ESI Access™ AC30v Reader
& RFID Card*

ESI eSIP Evolution Series™ Features:

- | | | | |
|--|--------------------------|-----------------------------|----------------------------|
| • Application Server (extended features) | • Call Recording | • Email to SMS/SMS to Email | • Real-time Status Monitor |
| • Automated Attendant (IVR) | • Call Routing | • Fax to Email | • Ring Groups |
| • Attended/Blind Transfer | • Call Waiting | • Paging/Intercom | • SIP Forking |
| • AutoCLIP | • Caller ID | • LDAP | • SLA |
| • Blacklist/Whitelist | • Conferencing | • Mobility Extension | • Speed Dial |
| • Call Back | • Custom Prompts | • Multicast Paging | • Time Conditions |
| • Call Detail Records (CDR) | • Dial by Name Directory | • Multi-language Support | • User Portal |
| • Call Forwarding | • DISA | • Music on Hold | • User Permissions |
| • Call Monitor | • Distinctive Ringtones | • One Touch Recording | • VLAN Tagging |
| • Call Parking | • DNIS | • Queues (ACD) | • Voice Mail |
| • Call Pick-up | • Do Not Disturb (DND) | • PIN List | |
| | • Event Center | • Phone Auto-Provisioning | |



ESI ePhone4x™ Enterprise IP Phone

Datasheet

The **ESI ePhone4x™ Enterprise IP Phone** is a high-end desktop phone with 36 LED programmable feature keys to increase productivity for enterprise users at a cost-effective price.

Base Specifications

Model	Screen Size	Handset
ePhone4x	3.5"	HD
Ethernet	PoE	Power Adapter
10 / 100 / 1000 Mbps	✓	Sold Separately



Overview

- Compatible with eSIP Evolution Series™ and ESI eCloud PBX™
- 6 SIP Accounts
- HD Voice (handset + speakerphone)
- PoE Enabled - Optional external power supply sold separately
- 3.5" color LCD Display
- Handset / Hands-free / Headset modes
- Electronic Hook Switch - support for Plantronics® headsets
- Intelligent Programmable Feature Keys
- Desktop / Wall-mount installation
- Industrial Standard Certifications: FCC

Call Features

- Call out / answer / reject
- Mute Key
- Call Hold / Resume
- Call Waiting
- Intercom
- Caller ID Display
- Speed Dial
- Call Forwarding (Always / Busy / No Answer)
- Call Transfer (Blind / Supervised)
- Call Parking / Pick-up (depending on server)
- Redial/Auto-Redial
- Do-Not-Disturb (per account)
- Auto-Answering (per line)
- Voice Mail
- Local 3-way Conference
- Hot Line (off-hook dial)

Phone Features

- 36 Programmable Feature Keys (4 pages of 9 keys)
- Phonebook (500 entries)
- Remote Phonebook (XML / LDAP)
- Call log (100 entries, in / out / missed)
- Black/White List Call Filtering
- Voice Message Waiting Indication (VMWI)
- Fixed Feature Keys
- Network Time Synchronization
- Action URL / Active URI

Audio

- HD Voice Microphone/Speaker (Handset/Hands-free, 0 ~ 7KHz Frequency Response)
- Wideband ADC/DAC 16KHz Sampling
- Narrowband CODEC: G.711a/u, G.723.1, G.726-32K, G.729AB
- Wideband CODEC: G.722
- Full-duplex Acoustic Echo Canceller (AEC) – Hands-free Mode, 96ms tail-length
- Voice Activity Detection (VAD) / Comfort Noise Generation (CNG) / Background Noise Estimation (BNE) / Noise Reduction (NR)
- Packet Loss Concealment (PLC)
- Dynamic Adaptive Jitter Buffer up to 300ms
- DTMF: In-band, Out-of-Band – DTMF-Relay (RFC2833) / SIP INFO

Networking

- 10/100/1000 Mbps Ethernet, dual bridged port for PC bypass
- IP Configuration: Static / DHCP / PPPoE
- Network Access Control: 802.1x
- VPN: L2TP (Basic Unencrypted) / OpenVPN
- VLAN
- QoS

Protocols

- SIP 2.0 over UDP / TCP / TLS
- RTP / RTCP / SRTP
- STUN
- DHCP
- PPPoE
- 802.1x
- L2TP (Basic Unencrypted)
- OpenVPN
- SNTP
- FTP / TFTP
- HTTP / HTTPS
- TR069

RFCs

- 354 / 1321 / 1350 / 1769 / 1889 / 1890 / 2131 / 2132 / 2616 / 2617 / 2661 / 2833 / 2976 / 3261 / 3262 / 3263 / 3264 / 3265 / 3268 / 3311 / 3489 / 3711 / 4346 / 4566 / 5630 / 5865

Deployment & Maintenance

- eSIPx Bulk Auto-Provisioning
- Auto-Provisioning via FTP / TFTP / HTTP / HTTPS / DHCP OPT66 / SIP PNP / TR069
- Web Management Portal
- Web-based Packet-dump
- Configuration Export / Import
- Phonebook Import/Export
- Firmware Upgrade
- syslog

Physical Specifications

- LCD: 3.5 inch (320x480) color-screen
- Keys:
 - 36 Programmable Feature Keys with tri-color LEDs (4 pages of 9 keys)
 - 4 Soft keys
 - 1 Special Soft key for Page Switch
 - 7 Function keys (Hold, Call forward, Conference, MWI, Handset, Phonebook, Redial)
 - 4 Navigation keys + 1 OK key
 - 12 Standard Dial Pad keys
 - 3 Volume Control keys, Up / Down / Mute (Microphone)
 - 1 Speakerphone key
- HD Hands-free Speaker (0~7KHz) x1
- HD Hands-free Microphone (0~7KHz) x1
- HD Handset (RJ9) x1
- Standard RJ9 Handset Wire x1
- 1.5M CAT5 Ethernet Cable x1
- RJ9 Phone Jacket x2: Handset x1, Headphone x1
- RJ11 port x1: Extension Module x1
- RJ45 Ethernet Jacket x2:
 - Network x1 (802.3AF POE Class 2 Enabled),
 - PC x1 (Bridged to Network)
- Main Chipset: Broadcom
- DC Power Input: 5V / 1A
- Power Consumption:
 - Idle – 1.3W ~ 2W, Peak – 3W ~ 4.7W
- Working Temperature: 32 ~ 104° F
- Working Humidity: 10 ~ 65%
- Dual-Functional Back Rack x1: Desktop Stand / Wall- mount
- Color: Black
- Device Dimensions: 9.5 x 8.5 x 7 inches (Desktop Stand)

The above specifications may be updated in the future without prior notice.
All hardware/software/physical features should be based on the final shipped products.

DRAFT Amendment

Western Sierra Charter Schools

Single Item Spending Limit and Emergency Spending Policy

Single Item Limit

Recognizing the need to provide proper fiscal oversight, necessary accountability, as well as appropriate flexibility for school administration, the Western Sierra Charter Schools' Board does establish this spending limit. The Schools' Executive Director may purchase without prior approval of the WSCS Board any single item, good or service deemed necessary for the School's programs or operations, with a cost not to exceed \$25,000. Any single item, good or service costing more than \$25,000 must be approved by the WSCS Board prior to purchase.

Emergency Spending Authority

In the event of an emergency situation where expending school funds is necessary to address an urgent, sudden, and serious event that necessitates immediate action to remedy harm or avert imminent danger to life, health, property, or inhibits the ability to continue school operations in a safe and effective manner, the Board authorizes the Executive Director to expend up to \$50,000 on a short-term basis to address the emergency. In this situation, the above-mentioned Single Item Limit will be suspended only as it relates to expenditures directly related to the emergency situation at hand. This Emergency Spending Authority shall only be used when it is not reasonably feasible to arrange a Board meeting to get the Board's approval in advance for the spending in question. The Executive Director also shall attempt to get input from administrative staff as to the nature of the emergency and the available and appropriate remedies available. Additionally, the Executive Director shall attempt to consult with the Board Chair Person, if possible. The emergency expenditures will come to the Board at the next scheduled Board meeting wherein the Board will discuss and, if appropriate, approve the expenditures in question. Other than the specific exceptions noted in this Emergency Spending Authority, all of the other standard policies, laws, and requirements related to school expenditures will remain in force.

Approved: 3/9/2011

Amended: 9/8/2022

Cloud-Based Migration

March 2024

Eric Hagen – Technology Administrator
Melissa Culver – Technology Coordinator
Aaron Kiang – Technology Specialist



Overview

1. What motivated this change?
2. What do our servers do?
3. What is cloud-based storage?
4. AllCovered
5. Pros / Cons
6. Questions



What prompted this change?

All products depreciate and need to be replaced over time.

Our servers have reached end-of-life.

We either need to

- a) purchase new servers or
- b) we need to pivot to a cloud-based system.



What do our servers do?

What do our servers do?

Managing our Microsoft computers: internal permissions and security. A network hard drive/storage for our organization. We also use the servers for our printers.

What is a Managed Service Provider [MSP]?

This can be a vendor service where we pay an organization to co-manage our data. They monitor threats and observe any updates and transitions.

Why is this an essential tool/resource?

This is an essential tool that is vital for our organization.

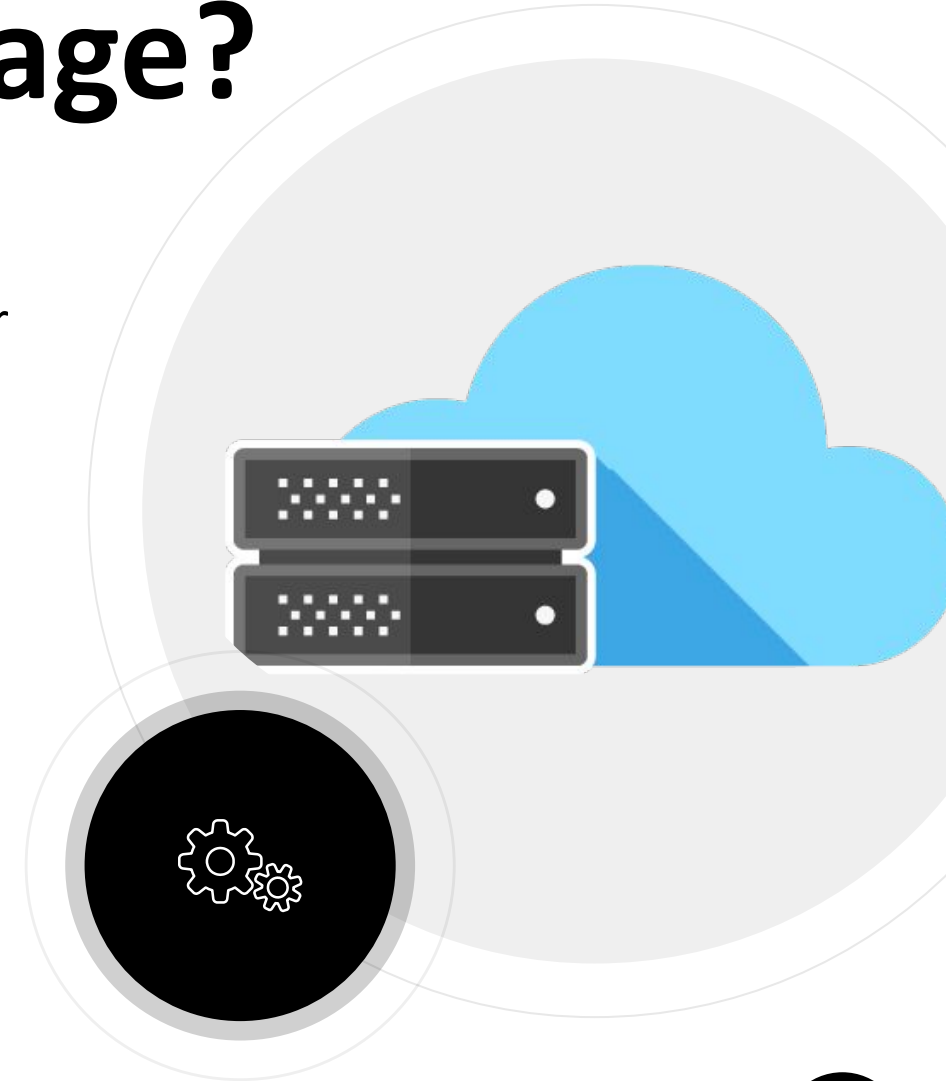


What is cloud-based storage?

You might already use a similar service.

Google, Apple, YouTube, and Microsoft all offer a storage solution for data where you upload pictures, files, videos, folders, etc. This is the same concept where we will upload essential organizational tools/resources. Some items will be housed off-site.

These tools/resources will be accessible to all of our staff at any time they need them.



AllCovered

AllCovered is an outside vendor. They presently provide us a service so that we have redundant oversight over our current servers.

Their monthly cost to ensure that we have access to data recovery is \$4,700/month.



Pros and Cons

Service	Cost/Year	Cost over 5 years
On-Prem Server		
AllCovered [on-prem]	\$56,400.00	\$282,000.00
Replace Servers	\$80,000.00	\$80,000.00
	Total Cost	\$362,000.00
Cloud-Based Services		
Cloud-Based Storage	\$31,200.00	\$156,000.00
Managed Service Provider - internal	\$0.00	\$0.00
Difference Cost savings	\$41,200 per year	\$206,000.00 per 5 years

The anticipated cost for this fiscal year would not exceed \$14,000.
The anticipated cost for next fiscal year would not exceed \$34,000.



Pros and Cons

Accessibility

We will have access to all this content as long as the internet is up and power is on.

Fire

By utilizing a cloud-based service, we do not need to worry about the impact of a fire on our site. All of our essential data will be available in the cloud at all times.

Savings

As referenced on the adjacent slide, we will save a substantial amount of money over a five-year period of time by pivoting to a cloud-based solution. Additionally, we will save money beyond that five-year period of time because we will not have servers that need to be replaced or maintained.



Pros and Cons

Redundancy

At this present time, we are planning to work with a reputable corporation for our cloud-based solution. They will have redundancy on their part as they manage our data.

Data Recovery

By pivoting away from AllCovered, we will then regain the power to manage our own data in the event of a data failure. Previously, that was under the oversight of AllCovered.

Growing

We are nearly maxed out on data storage locally in our present servers. In the future, under cloud-based services, we will not need to worry about purchasing on-site solutions. We simply up the charge incrementally for any adjustments needed.



Pros and Cons

Accessibility

Previously, we would use a Virtual Private Network [VPN] to gain access to our servers when off-site. Under the cloud-based solution, we would have increased accessibility and no need for a VPN.

Security

Any of the corporations that we are looking at will offer multi-factor authentication [MFA]. This provides an added layer of security. Users will be directed to our email or our cell phones in order to prove that we have permission to access these tools.

Standard Norm

School districts are pivoting this way [[LINK](#)].



Closing

In closing, cloud migration is an essential pivot. The research points us this direction for data security and costs savings.

We are asking for approval to head this direction:

The anticipated cost for this fiscal year would not exceed \$14,000.

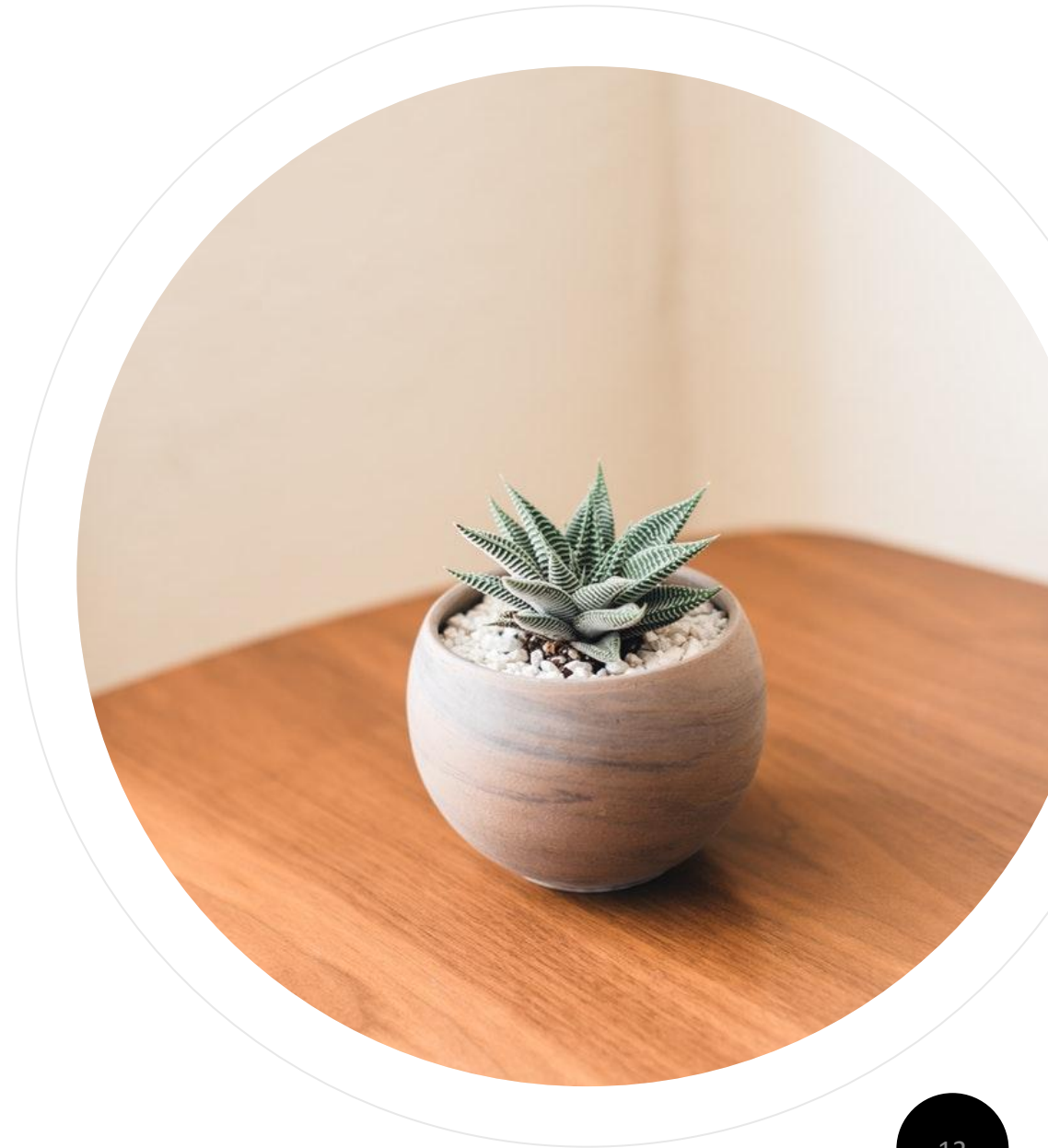
The anticipated cost for next fiscal year would not exceed \$34,000.



Questions

What questions do you have for us?

Eric Hagen – Technology Administrator
Melissa Culver – Technology Coordinator
Aaron Kiang – Technology Specialist



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UNIFORM COMPLAINT PROCEDURE

It is the policy of Western Sierra Charter School (the “School”) to maintain a positive and productive working and educational environment. The School does not discriminate on the basis of disability, gender, gender identity, gender expression, nationality, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, race, color, ancestry, or ethnicity, religion, sex, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in California Penal Code section 422.55 in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The School is primarily responsible to ensure that it is compliant with all applicable federal and state laws and regulations. There are some circumstances, however, when employees or students may take issue with other employees or students or someone may believe that a violation of federal or state law is occurring in certain educational programs. The School encourages complainants to first address the issue with the other person directly using conflict resolution skills when possible.

If, however, the complainant does not feel comfortable with this approach and the complaint relates to any of the topics below, the complainant must use the complaint procedure identified below. If the complaint relates to a different type of complaint, contact the principal to obtain information about making a different type of complaint. The School will investigate relevant complaints, as identified below, and seek to resolve them in compliance with this policy:

Types of Complaints to be Filed Using the UCP:

- Discrimination, harassment, intimidation, or bullying against any protected group as identified under Education Code sections 200 and 220 and section 11135 of the Government Code, including any actual or perceived characteristic as set forth in section 422.55 of the Penal Code, 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 program or activity conducted by the school;
- Improper student fees;
- Failure to accommodate lactating students
- Noncompliance with the rights of pregnant and parenting students;
- Failure to comply with statutes relating to foster care pupil records transfers or foster care pupil education;
- Failure to comply with statutes relating to the education of homeless students, students in foster care, former juvenile court school students, students who are children of a military family, or migratory students;
- A complaint about the School’s safety plan;
- A complaint that the School has not complied with the requirements of Education Code sections 47606.5 (annual update to goals and annual actions) or 47607.3 (outcomes for pupil subgroups), as applicable

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Types of Complaints Not Covered by the UCP

Many complaints do not fit within the above-listed complaints to be made through the UCP. Some of these include, but are not limited to:

- Classroom assignments
- Common core
- Grades and graduation requirements
- Hiring and evaluation of staff
- Homework policies and practices
- Provision of core curricula subjects
- Student advancement and retention
- Student discipline
- Student records
- Employment complaints
- Open meetings and board meetings
- Other general education requirements

Internal Procedures:

As an initial matter, the Director has the responsibility to maintain a work place and educational environment free from any form of sexual or other unlawful harassment, discrimination or conduct. Consequently, should **the Director** become aware of any conduct that may constitute discrimination, harassment or other prohibited behavior, immediate action will be taken to address and remediate such conduct.

Making a Complaint: Any person who has experienced or is aware of a situation that relates to a complaint to be made in accordance with this policy (as identified above), has a responsibility to report the situation via the Uniform Complaint Form immediately to:

Michael Cox
Executive Director
41267 Highway 41, Oakhurst, CA 93644
559-642-1422
mcox@wscsfamily.org

Employees who believe they have been the victim of any employment discrimination should follow the complaint procedures identified in the employee handbook. If the complainant is unable to put the complaint in writing, due to a disability or illiteracy, the School will assist the complainant in filing the complaint.

When making a UCP complaint, if the employee or student is not comfortable contacting the **Executive Director** or if that individual is not available, the employee or student should contact **Human Resources** who has been designated to handle inquiries regarding the UCP complaints. A UCP Complaint Form may be obtained from **The Executive Director or Human Resources**.

Anonymous Complaints: Students making a complaint of improper fees or complaints that the School has failed to comply with Education Code sections 47606.5 or 47607.3, may make the

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complaint anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with the applicable Education Codes.

6 Month Limit on Certain Complaints: Complaints relating to discrimination (other than employment discrimination) must be filed within six months of the alleged discrimination or when the complainant first obtained knowledge of the alleged discrimination, unless an extension has been obtained from the **Chairman of the Board of Directors** or his/her designee. Such extension by the **Chairman of the Board of Directors** or his/her designee shall be made in writing. The period for filing may be extended by the **Chairman** or his/her designee for good cause for a period not to exceed 90 days following the expiration of the six month time period. The **Chairman** shall respond immediately upon a receipt for extension.

Informal Resolution: If the parties mutually agree, the complainant and the School may resolve the matter through mediation or otherwise informally. If mediation fails to resolve the matter, or the parties do not agree to mediate the matter, the formal complaint procedure identified below shall be followed.

Investigation of Complaints: If the complaint alleges wrongdoing involving a complaint required to be filed under the UCP, the School will complete an investigation and submit to the complainant a written decision regarding the complaint within 60 days of receipt of the complaint. During the investigation, the complainant, his/her representative or both, will have the opportunity to present the complaint and evidence or information leading to evidence to support the allegations of the complaint. The 60-day timeframe may be extended by the written consent of the complainant.

Refusal by the complainant to provide the investigator, at any level of the investigation, with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of lack of evidence to support the allegations.

Complaints will be handled as discreetly as possible, consistent with the need to investigate effectively and promptly resolve the matter.

Human Resources will be knowledgeable of the laws/programs that he/she is assigned to investigate. If the complaint alleges employment discrimination, the Board of Directors will send it to the Civil Rights Department (the “CRD”) for investigation as required by law.

Written Decision: The **Human Resources department** shall prepare a written decision, which decision shall contain the following: 1) findings of fact based on the evidence gathered; 2) conclusions of law; 3) disposition of the complaint; 4) the rationale for such disposition; 5) the corrective actions, if any are warranted; 6) notice of the complainant’s right to appeal the School’s decision to the California Department of Education; and 7) the procedures to be followed for initiating an appeal to the Department of Education. Within 60 days of receipt of the complaint, human resources will send a copy of the written decision to the complainant.

Appeal of School’s Decision

Appeal to CDE: Except for complaints regarding instructional materials and teacher vacancies or misassignments, a complainant may appeal a decision to the California Department of

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Education (“CDE”) by filing a written appeal within 15 days of receiving the decision. The complainant shall specify the basis for the appeal and whether the facts are incorrect and/or the law is misapplied. The appeal should be accompanied by a copy of the locally filed complaint and a copy of the School’s decision. If the CDE determines the appeal raises issues not contained in the local complaint, the CDE will refer those new issues back to the School for resolution. If the CDE determines that the decision failed to address an issue raised by the complaint, the CDE will refer the matter to the School to make the necessary findings and conclusions on any issue not addressed. The School will have 20 days to make those findings.

Any employee found to have participated in improper harassment or discrimination will be subject to disciplinary action, up to and including possible dismissal. Any student found to have participated in improper harassment or discrimination will be subject to disciplinary action, up to and including possible suspension or expulsion.

External Procedures: Filing a Complaint with the CRD.

Employees or job applicants who believe that they have experienced unlawful employment discrimination or harassment, should follow the complaint process identified in the employee handbook, but may file a complaint directly with the CRD. The CRD serves as a neutral fact-finder and attempts to help the parties voluntarily resolve disputes. If the CRD finds sufficient evidence to establish discrimination occurred and settlement efforts fail, the CRD may file a formal accusation.

Employees may also pursue the matter through a private lawsuit in civil court after a complaint has been filed with the CRD and a Right to Sue Notice has been issued. For more information, contact the CRD toll free at (800) 884-1684, or email the CRD at contact.center@calcivilrights.ca.gov or visit its website at www.calcivilrights.ca.gov. To contact the nearest field office of the Equal Employment Opportunity Commission (“EEOC”), call 1-800-669-4000. You should be aware that state and federal law provide time limits within which complaints must be filed. Contact the relevant agency to determine the applicable time limit.

Retaliation Policy

It is in violation of the School’s policy for the School or any employee to demote, suspend, reduce, fail to hire or consider for hire, fail to give equal consideration in making employment decisions, fail to treat impartially in the context of any recommendations for subsequent employment that the School may make, adversely affect working conditions or otherwise deny any employment benefit to an individual because that individual has opposed practices prohibited by law or has filed a complaint, testified, assisted or participated in any manner in an investigation, conducted by the DFEH or their staff. Any employee retaliating against another employee, applicant or student will be disciplined, up to and including termination.

Examples of protected activities under the School’s retaliation policy include seeking advice from the CRD or Commission; filing a complaint with the CRD, irrespective of whether the complaint is actually sustained; opposing employment practices the employee reasonably believes to exist and believes to be a violation of the law; participating in an activity that is perceived by the School as opposition to discrimination, whether or not so intended by the employee expressing the

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opposition; participating in the proceeding of a local human rights or civil rights agency on a legal basis.

Nothing in this policy shall be construed to prevent the School from enforcing reasonable disciplinary policies and practices, nor from demonstrating that the actions of an applicant or employee were either disruptive or otherwise detrimental to legitimate business interests so as to justify the denial of an employment benefit.

Dissemination

The School will send to students, employees, parents or guardians of its students, school advisory committees, and other interested parties a notice of rights under this policy on an annual basis. Upon request, a copy of this policy will be made available free of charge and is also available on the School's website.

Adopted: 5/28/2014

Amended:

UNIFORM COMPLAINT PROCEDURE FORM

Please complete this form, providing as much information as possible and attaching any applicable supporting documentation, to assist in the investigation of the complaint.

Information

LAST NAME OF THE COMPLAINANT		FIRST NAME OF THE COMPLAINANT	
STUDENT NAME (IF APPLICABLE)		STUDENT GRADE	STUDENT DOB
ADDRESS (NUMBER, STREET, APARTMENT NUMBER, CITY, STATE AND ZIP CODE)			
EMAIL ADDRESS		TELEPHONE NUMBER	
COMPLAINANT IS A: <input type="checkbox"/> Student <input type="checkbox"/> Parent/Guardian <input type="checkbox"/> Employee <input type="checkbox"/> Other (<i>specify</i>) _____			
THIS COMPLAINT IS BEING FILED ON BEHALF OF: <input type="checkbox"/> Myself <input type="checkbox"/> A student (not the complainant named above) <input type="checkbox"/> Other (<i>specify</i>) _____			
DATE OF ALLEGED VIOLATION		SCHOOL OF ALLEGED VIOLATION	

Basis of Complaint

For allegations related to any of the following programs and activities subject to the Uniform Complaint Procedures (UCP):

- | | |
|--|---|
| <input type="checkbox"/> Discrimination, Harassment, Intimidation, and/or Bullying | <input type="checkbox"/> Career Technical Education |
| <input type="checkbox"/> Education for Foster Youth, Homeless Youth, Former Juvenile Court School Students, or Military Dependents | <input type="checkbox"/> Consolidated Categorical Aid |
| <input type="checkbox"/> Local Control Accountability Plan | <input type="checkbox"/> Pupil Fees |
| | <input type="checkbox"/> School Safety Plan |
| | <input type="checkbox"/> Reasonable Accommodations to a Lactating Student |
| <input type="checkbox"/> Other Basis from UCP: _____ | |

For complaints alleging discrimination, harassment, intimidation, and/or bullying, indicate the actual or perceived protected characteristics upon which the alleged conduct is based:

- | | | |
|--|--|--|
| <input type="checkbox"/> Race or ethnicity | <input type="checkbox"/> Religion | <input type="checkbox"/> Sex |
| <input type="checkbox"/> Color | <input type="checkbox"/> Age | <input type="checkbox"/> Sexual orientation |
| <input type="checkbox"/> Ancestry | <input type="checkbox"/> Marital status | <input type="checkbox"/> Gender |
| <input type="checkbox"/> Nationality | <input type="checkbox"/> Pregnancy | <input type="checkbox"/> Gender identity |
| <input type="checkbox"/> National origin | <input type="checkbox"/> Parental status | <input type="checkbox"/> Gender expression |
| <input type="checkbox"/> Immigration status | <input type="checkbox"/> Physical or mental disability | <input type="checkbox"/> Genetic information |
| <input type="checkbox"/> Ethnic group identification | <input type="checkbox"/> Other _____ | |

Details of the Complaint

Please answer the following questions to the best of your ability. If you mention names, please also identify who they are (i.e. student, staff, parent, etc.). Attach additional pages, if necessary.

Provide the **facts** about your complaint:

List the **people** involved or impacted:

List any **witnesses** or individuals who may have knowledge of the alleged acts:

Provide and/or describe the specific **location(s)** where the incident(s) occurred:

List all the **date(s) and time(s)** when the incident(s) occurred or when the alleged acts first came to your attention:

Describe any **steps** you have taken to resolve this issue before filing the complaint. If applicable, list names and titles of school staff you have contacted:

Do you have any **written documents/evidence** that you can provide that may be relevant/ supportive of your complaint?

- ☐ No
- ☐ Yes, copies of the documents/evidence are attached to this complaint

Signature of Complainant _____ Date _____

Please file this form and any additional documents in person or by mail with the following individual:

Micheal Cox
41267 HWY 41,
Oakhurst CA 96644
MCOX@WSCSfamily.org

**Western Sierra Charter Schools
Technology Salvage
March 2024**

count	brand	model	original year	serial no
1	Acer	Aspire 5	2017	NXGPYAA005749044833400
2	Acer	Aspire 5	2017	NXGPYAA0057460CE483400
3	Acer	Aspire 5	2017	NXGPYAA005749005233400
4	Acer	Aspire 5	2017	NXGPYAA005749044A73400
5	Acer	Aspire 5	2017	NXGPYAA0057490046F3400
6	Acer	Aspire 5	2017	NXGPYAA005749044F83400
7	Acer	Aspire 5	2017	NXGPYAA0057460CD343400
8	Acer	Aspire 5	2017	NXGPYAA00574611E163400
9	Acer	Aspire 5	2017	NXGPYAA0057460CB513400
10	Acer	Aspire 5	2017	NXGPYAA0057460C8303400
11	Acer	Aspire 5	2017	NXGPYAA0057460CB303400
12	Acer	Aspire 5	2017	NXGPYAA0057460CE7D3400
13	Acer	Aspire 5	2017	NXGPYAA00574611DC43400
14	Acer	Aspire 5	2017	NXGPYAA0057460CD483400



WESTERN SIERRA
CHARTER SCHOOLS

Employee Handbook 2024-2025

**41267 Highway 41
Oakhurst, CA 93644**

Phone: (559) 642-1422

Website: wscsfamily.org

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

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

EMPLOYEE NAME: _____

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

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

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School.

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

Employee's Signature: _____ Date: _____

Please sign/date, tear out, and return to 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 Western Sierra Charter School (hereinafter referred to as “WSCS” 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. WSCS also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

No individual other than the Board of Directors has the authority to enter into any employment or other agreement that modifies School policy. Any such modification *must* be in writing.

This Handbook is the property of the School, and it is intended for personal use and reference by employees of the School. Circulation of this Handbook outside of the School requires the prior written approval of the Executive Director.

Employees must sign the acknowledgment form at the beginning of this Handbook, tear it out, and return it to the Human Resources. This will provide the School with a record that each employee has received this Handbook.

CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Is Our Policy

WSCS 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
- Color;
- Gender
- Sex stereotype
- Religious creed
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry
- Physical or mental disability;
- Medical condition;
- 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;
- 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. WSCS will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. WSCS 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.

WSCS 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 Principal.

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

WSCS 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, WSCS 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

WSCS 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.

Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

WSCS is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. WSCS'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.

WSCS 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 are to report any complaints of unlawful harassment to Human Resources.

When WSCS receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the Executive Director) or Human Resources 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. WSCS 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

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

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against him or her or against another individual.

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

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Principal. See **Appendix A** for the "Harassment/Discrimination/Retaliation Complaint Form." See **Appendix B** for the general "Internal Complaint Form."

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults and
 - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.
 - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, 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 WSCS policy.

Whistleblower Policy

WSCS 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

WSCS 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 WSCS 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 Principal or Human Resources for a determination about whether a potential or actual conflict exists. If an actual or

potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

Smoking

The WSCS facility is a no smoking facility.

THE WORKPLACE

Work Schedule

Business hours are normally 8:00 AM - 4:00 PM Monday through Thursday, and 8:00 AM - 3:00 PM on Friday. The regular workday schedule for nonexempt employees is 8:00 AM - 4:00 PM Monday through Thursday, and 8:00 AM - 3:00 PM on Friday. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

Meal and Rest Periods

Nonexempt employees working at least five (5) hours are provided with a paid, 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 WSCS 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

WSCS 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.

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

Attendance and Tardiness

All employees, whether exempt or nonexempt, are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affects the School's ability to implement its educational program and disrupts consistency in students' learning.

If it is necessary to be absent or late, employees are expected to telephone their supervisor 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 their supervisor 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 Principal will be considered a voluntary resignation from employment.

Time Cards/Records

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

Nonexempt employees must accurately record in and out time 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 record in and out times for arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees are required to keep their supervisor advised of their departures from and returns to the school premises during the workday.

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

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 without prior approval.

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

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

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.
2. The email system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political

beliefs may not be displayed or transmitted.

3. Employees should not attempt to gain access to another employee's personal file or email or voicemail messages without the latter's express permission.

4. School staff will not enter an employee's personal email files or voicemail unless there is a business need to do so. WSCS retains a copy of all passwords; passwords unknown to the School may not be used. System security features, including passwords and delete functions, do not neutralize the School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.

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

Personal Business

WSCS's facilities for handling mail and telephone calls are designed to accommodate School business. Employees should have personal mail directed to their home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside the immediate dialing area. Do not use School material, time or equipment for personal projects.

Social Media

If an employee decides to post information on the Internet (i.e., personal blog, Facebook, Instagram, Twitter, etc.) that discusses any aspect of his/her workplace activities, the following restrictions apply:

- 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

WSCS employees serve as role models to the School's students. All employees should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

Employees are encouraged to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Accordingly, all employees shall adhere to the following standards of dress:

- 1) Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in women's dresses or skirts that are no higher than three (3) inches above the knee.
- 2) Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Shorts should be modest in length and should be no higher than three (3) inches above the knee.
- 3) Skirts and dresses should be no higher than three (3) inches above the knee.
- 4) All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
- 5) Clothing or jewelry with logos that depict and/or promote gangs, drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
- 6) Appropriate shoes must be worn at all times.

Security Protocols

WSCS 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 Principal. Employee desk or office should be secured at the end of the day. When an employee is called away from his or her work area for an extended length of time, valuable or personal articles should not be left around a work station that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Principal when keys are missing or if security access codes or passes have been breached.

Occupational Safety

WSCS 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. WSCS'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 Human Resources 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 Human Resources. The office maintains a supply of these forms.

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

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

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. WSCS will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Principal. WSCS provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

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

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

Paydays

Paydays are scheduled twice per month for all non-exempt employees and once per month for all exempt employees. If an employee observes any error in his or her check, it should be reported immediately to Human Resources.

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, Human Resources will discuss the situation with the employee.

Medical Benefits

Eligibility

An employee is eligible for medical coverage if he or she is a regular employee working for the School at least thirty (30) hours per week. Enrollment in group health insurance is mandatory if the employee is 0.9 FTE or greater.

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

When Coverage Starts

Employee coverage will begin on the first day of the next month following hire date. An enrollment form must be submitted to Human Resources as soon as possible. This form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for coverage.

COBRA Benefits

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

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

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

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

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

- The employee dies while covered by the plan;
- The employee and his/her spouse become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but his/her spouse has not yet reached age sixty-five (65); or

- The employee's dependent child reaches an age which makes him or her ineligible for coverage under the plan.

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

WSCS 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. WSCS 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;
- WSCS 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 their supervisor. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Performance evaluations may review factors such as the quality and quantity of the 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 Principal, and that they are aware of its contents.

Salary and potential for advancement will be based largely upon job performance. On a periodic basis, the supervisor will review employee job performance with an employee in order to establish goals for future performance and to discuss current performance. WSCS'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 Human Resources 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. WSCS 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 Human Resources. Only Human Resources 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

WSCS calendar reflects any and all holidays observed by the School. For non-exempt, clerical/administrative employees who work at least an average of 32 hours per week, the following paid holidays will be observed. Paid holidays are in addition to your contracted or scheduled work days.

- New Year's Day
- Martin Luther King Jr. Birthday
- Monday after Easter
- Memorial Day
- Labor Day
- Thanksgiving
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

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 their supervisor. The employee will be paid if the religious holiday is taken as an earned paid leave day (i.e. vacation, personal necessity day, etc., as applicable). The employee will not be paid if the religious holiday is taken as a personal leave of absence day. Employees on any leave of absence do not earn holiday pay.

Unpaid Leave of Absence

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

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

During a Family and Medical Leave Act, California Family Rights Act leave, and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force, provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other type of leave begins.

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.

Paid sick leave is available to all School employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment. All eligible full time employees shall be credited with ten (10) days of sick leave at the beginning of each work year. If an employee is .5 FTE or greater, sick leave will be prorated based on FTE. All eligible part time employees will be credited five (5) days of sick leave at the beginning of each work year.

Sick leave must be taken by eligible employees in increments of one (1) hour. Accrued sick leave carries over from year to year for employees at .5 FTE or greater and the school does not pay employees in lieu of unused sick leave. Accrued sick leave does not carry over for employees at .5 FTE or less.

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

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

Family Care and Medical Leave

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

- **Employee Eligibility Criteria**

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

- **Events That May Entitle an Employee To FMLA/CFRA Leave**

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

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

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

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

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

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

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

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

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

5. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or

order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.

- Amount of FMLA/CFRA Leave Which May Be Taken

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

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

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

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

- Pay during FMLA/CFRA Leave

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

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

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

4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA or CFRA leave.

- Health Benefits

The provisions of the School's various employee benefit plans govern continuing eligibility during FMLA/CFRA leave, and these provisions may change from time to time. The health benefits of employees on FMLA/CFRA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA/CFRA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

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

WSCS 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 Human Resources. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA/CFRA leave policy.

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

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

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

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

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

7. The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- Return to Work

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

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

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

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

- **Employment during Leave**

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

Pregnancy Disability Leave

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

- **Employee Eligibility Criteria**

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

- **Events That May Entitle an Employee to Pregnancy Disability Leave**

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

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically

recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or

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

- Duration of Pregnancy Disability Leave

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

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

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

- Pay during Pregnancy Disability Leave

1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.

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

- Health Benefits

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

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

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

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

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

- Medical Certifications

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

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

- Requesting and Scheduling Pregnancy Disability Leave

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

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

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

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

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

6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- Return to Work

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

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

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

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

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

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

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

- Employment during Leave

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

Industrial Injury Leave (Workers' Compensation)

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

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

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems ("EMS") such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Principal and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing

along with any medical treatment provided to the employee.

Military and Military Spousal Leave of Absence

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

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

Except for employees serving in the National Guard, WSCS 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.

WSCS 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 (parent, spouse, child, sibling, grandparent, grandchild, domestic partner, or parent-in-law).

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 Principal at least two (2) days notice.

School Appearance and Activities Leave

As required by law, WSCS 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 WSCS, 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 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

WSCS 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 WSCS 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 WSCS 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, WSCS will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact the Principal.

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 their supervisor 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 Human Resources.

DISCIPLINE AND TERMINATION OF EMPLOYMENT

Rules of Conduct

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only and applies to all employees of the School; other types of conduct that threaten security, personal safety, employee welfare and the School's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of the School. If an employee is working under a contract with the School which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Unprofessional conduct.
3. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
4. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
5. 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.
6. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
7. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
8. Excessive absenteeism or tardiness excused or unexcused.
9. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
10. Immoral or indecent conduct.
11. Conviction of a criminal act.
12. Violations of the sexual harassment policy.
13. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
14. Release of confidential information without authorization.
15. Any other conduct detrimental to other employees or the School's interests or its efficient operations.
16. Refusal to speak to supervisors or other employees.
17. Dishonesty.
18. Failure to possess or maintain the credential/certificate required of the position.
19. Violations of the drug and alcohol policy.

For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

Off-Duty Conduct

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

While employed by the School, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

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

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. WSCS 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 their supervisor regarding their intention as far in advance as possible. At least two (2) weeks' notice is expected whenever possible.

If an employee is participating in the medical and/or dental plan, they will be provided information on their rights under COBRA.

INTERNAL COMPLAINT REVIEW

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

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

Internal Complaints

(Complaints by Employees Against Employees)

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

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

1. The complainant will bring the matter to the attention of their supervisor 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 supervisor or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the supervisor, the complainant may file his or her complaint in a signed writing to the executive director, who will conduct a fact-finding or authorize a third party investigator. The Executive Director will report his or her findings to the Board for review and action, if necessary.

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

Policy for Complaints Against Employees

(Complaints by Third Parties Against Employees)

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

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Principal or Executive Director (if the complaint concerns the Principal) as soon as possible after the events that give rise to the complainant’s concerns. The written complaint should set forth in detail the factual basis for the complaint.

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

1. The Principal or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the Principal (or designee) finds that a complaint against an employee is valid, the Principal (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Principal (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The Principal's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Executive Director.. The decision of the Executive Director shall be final.

General Requirements

2. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Board (if a complaint is about the Executive Director) or the supervisor 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.

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

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

APPENDIX A

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

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

If you are an employee of the School, you may file this form with your supervisor, Human Resources, or the Executive Director.

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.

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

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

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

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

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

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

Signature of Complainant

Date: _____

Print Name

Received by:_____

Date: _____

APPENDIX B

INTERNAL COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur?

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

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

Signature of Complainant

Date: _____

Print Name

To be completed by School:

Received by: _____

Date: _____



WESTERN SIERRA CHARTER SCHOOLS INJURY AND ILLNESS PREVENTION PROGRAM

Non-High Hazard Model



MARCH 1, 2024

WESTERN SIERRA CHARTER SCHOOL

41267 Highway 41, Oakhurst, CA 93644 | Tel 559.642.1422 | Fax 559.642.1592

INJURY AND ILLNESS PREVENTION PROGRAM REQUIREMENTS

Every California employer must establish, implement and maintain a written Injury and Illness Prevention (IIP) Program and a copy must be maintained at each workplace or at a central worksite if the employer has non-fixed worksites. The requirements for establishing, implementing and maintaining an effective written injury and illness prevention program are contained in Title 8 of the California Code of Regulations, Section 3203 (T8 CCR 3203) and consist of the following elements:

- Responsibility
- Compliance
- Communication
- Hazard Assessment
- Accident/Exposure Investigation
- Hazard Correction
- Training and Instruction
- Employee access to the IIP Program
- Recordkeeping

This model program has been prepared for use by employers in industries that have been determined by Cal/OSHA to be non-high hazard. You are not required to use this program. However, any employer in an industry which has been determined by Cal/OSHA as being non-high hazard who adopts, posts, and implements this model program in good faith is not subject to assessment of a civil penalty for a first violation of T8 CCR 3203.

Proper use of this model program requires the IIP Program administrator of your establishment to carefully review the requirements for each of the IIP Program elements found in this model program, fill in the appropriate blank spaces and check those items that are applicable to your workplace. The recordkeeping section requires that the IIP Program administrator select and implement the category appropriate for your establishment. Sample forms for hazard assessment and correction, accident/exposure investigation, and worker training and instruction are provided with this model program.

This model program must be maintained by the employer in order to be effective.

Read the Injury and Illness Prevention Program standard online:
www.dir.ca.gov/title8/3203.html



INJURY AND ILLNESS PREVENTION PROGRAM (IIPP) for **Western Sierra Charter Schools**

RESPONSIBILITY

The Injury and Illness Prevention Program (IIP Program) administrator, [Holli Shipp](#), has the authority and responsibility for implementing the provisions of this program for [Western Sierra Charter Schools](#).

All managers and supervisors are responsible for implementing and maintaining the IIP Program in their work areas and for answering worker questions about the IIP Program.

All staff are responsible for contributing to a safe workplace through responsible practices, risk identification, and reporting concerns in a timely manner.

COMPLIANCE

All workers, including managers and supervisors, are responsible for complying with safe and healthful work practices. Our system of ensuring that all workers comply with these practices include one or more of the following practices:

- Informing workers of the provisions of our IIP Program.
- Recognizing employees who perform exemplary acts to promote safe and healthful work practices.
- Providing training to workers whose safety performance is deficient.
- Disciplining workers for failure to comply with safe and healthful work practices.

COMMUNICATION

All managers and supervisors are responsible for communicating with all workers about occupational safety and health in a form readily understandable by all workers. Our communication system encourages all workers to inform their managers and supervisors about workplace hazards without fear of reprisal.

Our communication system includes one or more of the following items:

- New worker orientation including a discussion of safety and health policies and procedures during our onboarding process.
- Review of our IIP Program.
- Workplace safety and health training programs presented during monthly staff trainings.
- Posted or distributed safety information.
- Digital Staff Reporting Form

HAZARD ASSESSMENT

Periodic inspections to identify and evaluate workplace hazards shall be performed by a competent observer in the following areas of our workplace:

Competent Observer	Area
Michael Cox	Mountain Home / Glacier High
Nick Teddleton	Endeavor School East and West
Holli Shipp	Mountain Home / Glacier High

Periodic inspections are performed according to the following schedule:

1. Six times annually
2. When we initially establish our IIP Program.
3. When new substances, processes, procedures, or equipment that present potential new hazards are introduced into our workplace.
4. When new, previously unidentified hazards are recognized.
5. When occupational injuries and illnesses occur.
6. Whenever workplace conditions warrant an inspection.

ACCIDENT/EXPOSURE INVESTIGATIONS

Procedures for investigating workplace accidents and hazardous substance exposures include:

1. Visiting the accident scene as soon as possible.
2. Interviewing injured workers and witnesses.
3. Examining the workplace for factors associated with the accident/exposure.
4. Determining the cause of the accident/exposure.
5. Taking corrective action to prevent the accident/exposure from reoccurring.
6. Recording the findings and corrective actions taken.

HAZARD CORRECTION

Unsafe or unhealthy work conditions, practices or procedures shall be corrected in a timely manner based on the severity of the hazards. Hazards shall be corrected according to the following procedures:

1. When observed or discovered.
2. When an imminent hazard exists that cannot be immediately abated without endangering employee(s) and/or property, we will remove all exposed workers from the area except those necessary to correct the existing condition. Workers necessary to correct the hazardous condition shall be provided with the necessary protection.

TRAINING AND INSTRUCTION

All workers, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Training and instruction is provided as follows:

1. When the IIP Program is first established.
2. To all new workers.
3. To all workers given new job assignments for which training has not previously been provided.
4. Whenever new substances, processes, procedures, or equipment are introduced to the workplace and present a new hazard.
5. Whenever we are made aware of a new or previously unrecognized hazard.
6. To supervisors to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed.
7. To all workers with respect to hazards specific to each employee's job assignment.

General workplace safety and health practices include, but are not limited to, the following:

1. Implementation and maintenance of the IIP Program.
2. Emergency action and fire prevention plan.
3. Provisions for medical services and first aid, including emergency procedures.
4. Prevention of musculoskeletal disorders, including proper lifting techniques.
5. Proper housekeeping, such as keeping stairways and aisles clear, work areas neat and orderly, and promptly cleaning up spills.
6. Prohibiting horseplay, scuffling, or other acts that tend to adversely influence safety.
7. Proper storage to prevent stacking goods in an unstable manner and storing goods against doors, exits, fire extinguishing equipment and electrical panels.
8. Proper reporting of hazards and accidents to supervisors.
9. Hazard communication, including worker awareness of potential chemical hazards, and proper labeling of containers.
10. Proper storage and handling of toxic and hazardous substances, including prohibiting eating or storing food and beverages in areas where they can become contaminated.

EMPLOYEE ACCESS TO THE IIPP

Our employees – or their designated representatives - have the right to examine and receive a copy of our IIPP. This will be accomplished by **providing unobstructed access through the WSCSfamily.org website, which allows an employee to review, print, and email the current version of the Program. Unobstructed access means that the employee, as part of their regular work duties, predictably and routinely uses the electronic means to communicate with management or coworkers.**

Any copy provided to an employee or their designated representative need not include any of the records of the steps taken to implement and maintain the written IIP Program.

Where we have distinctly different and separate operations with distinctly separate and different IIPPs, we may limit access to the IIPP applicable to the employee requesting it.

An employee must provide written authorization in order to make someone their “designated representative.” A recognized or certified collective bargaining agent will be treated automatically as a designated representative for the purpose of access to the company IIPP. The written

authorization must include the following information:

- The name and signature of the employee authorizing the designated representative.
- The date of the request.
- The name of the designated representative.
- The date upon which the written authorization will expire (if less than 1 year).

RECORDKEEPING

- ☐ We are a local governmental entity (any county, city, or district, and any public or quasi-public corporation or public agency therein) and we are not required to keep written records of the steps taken to implement and maintain our IIP Program.

HAZARD ASSESSMENT AND CORRECTION RECORD

Date of Inspection: [Enter date]

Person Conducting Inspection: [Enter name]

Unsafe Condition or Work Practice: [Provide details, including root causes]

Corrective Action Taken: [Provide details, including solutions to root causes]

Date of Inspection: [Enter date]

Person Conducting Inspection: [Enter name]

Unsafe Condition or Work Practice: [Provide details, including root causes]

Corrective Action Taken: [Provide details, including solutions to root causes]

Date of Inspection: [Enter date]

Person Conducting Inspection: [Enter name]

Unsafe Condition or Work Practice: [Provide details, including root causes]

Corrective Action Taken: [Provide details, including solutions to root causes]

ACCIDENT/EXPOSURE INVESTIGATION REPORT

Date & Time of Accident: [Enter information]

Location: [Provide details]

Accident Description: [Enter details, including all events that lead up to the incident]

Workers Involved: [Enter information]

The underlying cause(s) of the accident/exposure: [Detail all root causes]

Corrective Actions Taken: [Provide details, including potential solutions to the root causes]

Manager Responsible: [Enter name]

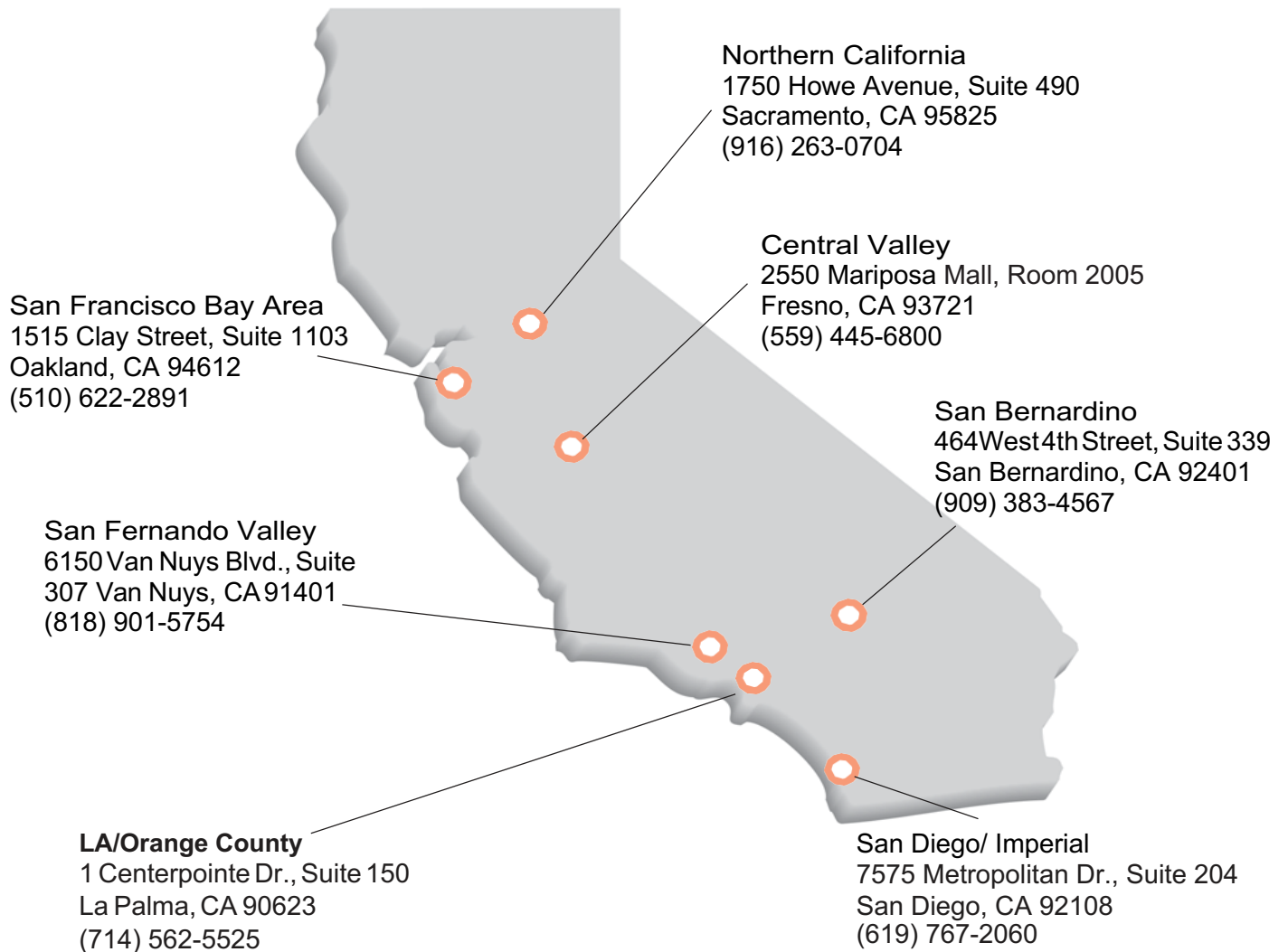
Date Completed: [Enter date]

WORKER TRAINING AND INSTRUCTION RECORD

[illegible]

- Toll-free Number: **1-800-963-9424**
- Internet: **www.dir.ca.gov**

On-site Assistance Program Area Offices



Voluntary Protection Program Oakland, CA 94612 (510) 622-1081

Western Sierra Charter Schools



Injury and Illness Prevention Plan



The Responsibility of Workplace Safety

At Western Sierra Charter School,
workplace safety is a responsibility for all.

Each of us, in our own daily activities, have
an ability to act in a safe way, identify
unsafe behavior, and suggest better ways to
conduct business.

If there are ever any questions or concerns,
you have resources to contact at each site.

Holli Shipp; IIPP Administrator for WSCS

Michael Cox; Glacier High and Mountain
Home School

Nicholas Teddleton; Endeavor Charter
School



Compliance

All workers, including managers and supervisors, are responsible for complying with safe and healthful work practices. We do this by:

- 1) Informing workers of the provisions of our IIPP Program
- 2) Recognizing employees who perform exemplary acts to promote safe and healthy work practices
- 3) Provide training to improve practices
- 4) Remediate acts contrary to the IIPP Program

Communication

All members of the Executive Team and designates are responsible for communicating with all teachers and staff about occupational safety and health in a readily understandable way.

Likewise, all workers should feel comfortable about sharing workplace hazards they have observed, free of reprisal.

Our message is visible through:

- New worker orientation and onboarding
- Regularly scheduled reviews of our IIPP
- Workplace safety and health training programs
- Posted or Distributed safety information
- Use of our digital Staff Reporting Form



Hazard Assessment

IIPP Administrator; Holli Shipp

Mountain Home and Glacier High;
Michael Cox

Endeavor East and West; Nicholas
Teddleton

- Six Times Annually
- At Establishment of an IIPP Program
- When new substances, processes, procedures, or equipment with a potential for harm are introduced into the workplace
- When previously unrecognized hazards are identified
- When occupational injuries or illnesses occur
- When workplace conditions warrant an inspection

Accident and Exposure Investigations:

What to Expect

- Visit the accident scene as soon as possible and document findings through photography
- Interviews of involved parties and witnesses
- Examine workplace factors associated with the incident
- Taking corrective action
- Creating a cohesive record of the findings and corrective action taken



Hazard Correction

Unsafe or unhealthy work conditions, practices or procedures shall be corrected in a timely manner based on the severity of the hazards.

Hazards will be addressed and corrected based upon:

- When observed or discovered
- When an immediate hazard exists that cannot be immediately abated without endangering employee(s) and/or property
- Remove exposed workers from the area (except those correcting the condition)
- Necessary protection to make the corrections will be provided

Training and Instruction:

All workers, including managers and supervisors, shall have training and instruction on general and job-specific health and safety practices.



When IIPP is 1st Established



To all new workers



To workers in new positions, if training is different and not previously provided



When new substances, processes, and procedures, or equipment is introduced



Whenever we are made aware of a new or previously unrecognized hazard



To supervisors to familiarize them with the safety and health hazards to which workers under their direction and control may be exposed



To all workers with respect to hazards specific to their individual assignment

General Safety and Health Practices



- **Implementation and Maintenance of the IIPP**
- **Emergency Action and Fire Prevention Plan**
- **Provisions for Medical Services**
- **Prevention of musculoskeletal disorders and injuries**
 - **Lifting Techniques**
- **Proper Housekeeping; keeping areas clear, picking up spills**
- **Prohibiting horseplay and risky behaviors**
- **Proper stable storage and avoiding overhead items**
- **Proper and timely reporting of hazards to supervisor**
- **Communication of hazards; Chemicals and labeling of substances**
- **Proper storage and handling of toxic and hazardous substances; separating from food and drink, or where eating and drinking occurs**

Employee Access to the IIPP; Right to examine and receive a copy.

Access does not include records of the steps taken to implement and maintain written program

Access may be limited to what is deemed applicable

Employee must provide written authorization when assigning a 'designated representative;

Record Keeping



As a local government entity, we are not required to keep written records of the steps taken to implement and maintain our IIPP Program

Any records with personal information will be honored per FERPA and OSHA guidelines

Thank you

Western Sierra Charter Schools

hr@wscsfamily.org

www.wscsfamily.org



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TITLE IX SEXUAL -HARASSMENT POLICY AND GRIEVANCE PROCEDURES

Definitions

Accused means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Actual knowledge means notice of sexual harassment or allegations of sexual harassment to the School's Title IX Coordinator or any official of the School who has authority to institute corrective measures on behalf of the School, or to any other employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the School with actual knowledge is the individual accused of harassment ("Accused"). The mere ability or obligation to report sexual harassment or to inform a student about how to report sexual harassment, or having been trained to do so, does not qualify an individual as one who has authority to institute corrective measures on behalf of the School. "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in 34 C.F.R. § 106.8(a).

Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

"Education program or activity" includes locations, events, or circumstances over which the School exercised substantial control over both the accused and the context in which the sexual harassment occurs.

Formal complaint means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against an accused and requesting that the School investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the School with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator, and by any additional method designated by the School.

The phrase ***"document filed by a complainant"*** means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the School) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party.

Accused means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

(1) An employee of the School conditioning the provision of an aid, benefit, or service of the School on an individual's participation in unwelcome sexual conduct;

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(2) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the School's education program or activity; or

(3) "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the accused before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the School's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the School's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The School must maintain as confidential any supportive measures provided to the complainant or accused, to the extent that maintaining such confidentiality would not impair the ability of the School to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

General Response to Sexual Harassment

If the School has actual knowledge of sexual harassment in an education program or activity of the School against a person in the United States, the School must respond promptly in a manner that is not deliberately indifferent. A School is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

A School's response must treat complainants and respondents equitably by offering supportive measures to a complainant, and by following a grievance process that complies those processes identified herein before the imposition of any disciplinary sanctions or other actions that are not supportive measures against an accused.

The Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

Response to a Formal Complaint

In response to a formal complaint, a School must follow a grievance process outlined below. With or without a formal complaint, a School must comply with the School's General Response to Sexual Harassment process identified above.

Emergency Removal

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The School may remove an accused from the School's education program or activity on an emergency basis, provided that the School undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the accused with notice and an opportunity to challenge the decision immediately following the removal.

Administrative Leave

The School may place an accused non-student employee on administrative leave during the pendency of a grievance process identified below.

Grievance Process for Formal Complaints of Sexual Harassment

Discrimination on the Basis of Sex

The School's treatment of a complainant or an accused in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under title IX.

Grievance Process Generally

The School shall treat complainants and those accused equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the accused, and by following a grievance process that complies with this policy before the imposition of any disciplinary sanctions or other actions that are not supportive measures against an accused. Remedies are to be designed to restore or preserve equal access to the School's education program or activity. Such remedies may include the same individualized services described above as “supportive measures”; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the accused.

The School shall require an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence—and provide that credibility determinations may not be based on a person's status as a complainant, accused, or witness.

Title IX Coordinator: Any individual designated by the School as a Title IX Coordinator, investigator, decision-maker, or any person designated by the School to facilitate an informal resolution process, shall not have a conflict of interest or bias for or against complainants or those accused generally or an individual complainant or accused. The School shall ensure that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receive training on the definition of sexual harassment, the scope of the School's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias. The School shall ensure that decision-makers receive training on any technology to be used at a live hearing and on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth below. The School also shall ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth

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below. Any materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, must not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints of sexual harassment.

Presumption: The School shall include a presumption that the accused is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

Time Frames: The School shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the School offers informal resolution processes, and a process that allows for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the accused of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

Disciplinary Sanctions: Upon conclusion of the determination of responsibility, the following reflect the range of possible disciplinary sanctions the School may implement: **suspension, expulsion, termination of employment.**

Standard of Evidence: For all formal complaints of sexual harassment against students, employees, and faculty, the standard of evidence to be used to determine responsibility is Clear and convincing.

Supportive Measures: The following supportive measures may be available to complainants and those accused: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

Privileged Evidence: When making a determination of responsibility, the School will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

Notice of allegations: When the School receives a formal complaint using the Uniform Complaint Procedures Form, the School will provide written notice to the parties who are known. Such written notice will contain the following:

- 1) Notice of the School's grievance process, including any informal resolution process;
- 2) Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined above, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview.

Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known.

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The written notice shall include a statement that the accused is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process.

The written notice shall inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence. The written notice must inform the parties of any provision in the School's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, in the course of an investigation, the School decides to investigate allegations about the complainant or the accused that are not included in the notice provided above, the School must provide notice of the additional allegations to the parties whose identities are known.

Dismissal of a Formal Complaint:

The School shall investigate the allegations in a formal complaint. If the conduct alleged in the formal complaint would not constitute sexual harassment as defined above even if proved, did not occur in the School's education program or activity, or did not occur against a person in the United States, then the School must dismiss the formal complaint with regard to that conduct for purposes of sexual harassment under title IX and implemented regulations; such a dismissal does not preclude action under another provision of the School's code of conduct.

The School may dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing: A complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein; the accused is no longer enrolled or employed by the School; or specific circumstances prevent the School from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon a dismissal described above, the School must promptly send written notice of the dismissal and reason(s) therefor simultaneously to the parties.

Consolidation of Formal Complaints. A School may consolidate formal complaints as to allegations of sexual harassment against more than one accused, or by more than one complainant against one or more accused, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one accused, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.

Investigation of a Formal Complaint. When investigating a formal complaint and throughout the grievance process, the School shall:

- 1) Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the School and not on the parties provided that the School cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the

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party, unless the School obtains that party's voluntary, written consent to do so for a grievance process under this policy. If a student is under the age of 18, the School must obtain the voluntary, written consent of the student's parent/guardian/education rights holder.

2) Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.

3) Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

4) Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or the accused in any meeting or grievance proceeding.

5) Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;

6) Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the School does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the School must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report. The School must make all such evidence subject to the parties' inspection and review available at any hearing to give each party equal opportunity to refer to such evidence during the hearing, including for purposes of cross-examination; and

7) Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to a hearing (if a hearing is required under this policy or otherwise provided) or other time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

Hearings.

If a student's suspension or expulsion is based upon sexual harassment or sexual assault covered by Title IX, Western Sierra Charter School will follow the hearing process outlined in Suspension and Expulsion Policy Chapter IV Expulsion Procedures Section B. Hearing Procedures.

After the School has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision-maker(s) must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions

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and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the accused committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the accused and are offered to prove consent. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

Determination Regarding Responsibility.

The decision-maker(s), who cannot be the same person(s) as the Title IX Coordinator or the investigator(s), must issue a written determination regarding responsibility applying the standard of evidence described above.

The written determination must include—

- 1) Identification of the allegations potentially constituting sexual harassment as defined above.
- 2) A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held.
- 3) Findings of fact supporting the determination.
- 4) Conclusions regarding the application of the School's code of conduct to the facts.
- 5) A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the School imposes on the accused, and whether remedies designed to restore or preserve equal access to the School's education program or activity will be provided by the School to the complainant; and
- 6) The School's procedures and permissible bases for the complainant and the accused to appeal.

The School shall provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the School provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

The Title IX Coordinator is responsible for effective implementation of any remedies.

Appeals.

The School shall offer both parties an appeal from a determination regarding responsibility, and from the School's dismissal of a formal complaint or any allegations therein, on the following bases:

- 1) Procedural irregularity that affected the outcome of the matter;
- 2) New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

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3) The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against a complainant or an accused generally or the individual complainant or accused that affected the outcome of the matter.

As to all appeals, the School shall:

1) Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

2) Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

3) Ensure that the decision-maker(s) for the appeal complies with the conflict of interest and bias standards set forth above;

4) Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

5) Issue a written decision describing the result of the appeal and the rationale for the result; and

6) Provide the written decision simultaneously to both parties.

Informal Resolution. The School may not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this policy. Similarly, the School may not require the parties to participate in an informal resolution process under this policy and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility the School may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the School—

1) Provides to the parties a written notice disclosing: The allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;

2) Obtains the parties' voluntary, written consent to the informal resolution process; and

3) Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

Recordkeeping.

1) A School must maintain for a period of seven years records of—

(A) Each sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript of any hearing (if applicable), any disciplinary

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sanctions imposed on the accused, and any remedies provided to the complainant designed to restore or preserve equal access to the School's education program or activity;

(B) Any appeal and the result therefrom;

(C) Any informal resolution and the result therefrom; and

(D) All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The School must make these training materials publicly available on its website, or if the School does not maintain a website the School must make these materials available upon request for inspection by members of the public.

(ii) For each response to a formal complaint required by this policy, the School must create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the School must document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the School's education program or activity. If a School does not provide a complainant with supportive measures, then the School must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the School in the future from providing additional explanations or detailing additional measures taken.

WSCS Title IX Policy and Procedure Overview

Title IX Coordinator – Holli Shipp, Human Resources

Investigator – Holli Shipp, Human Resources

Informal Resolution Officer – Holli Shipp, Human Resources

Decision Maker – Site Administrator, Nancy Garcia or Eric Hagen

Appeals Officer – Michael Cox, Executive Director

What is Title IX?

Title IX is a federal law that prohibits any educational institution that receives federal financial assistance from discriminating based on sex. Title IX protects everyone who interacts with a school from discrimination including parents, guardians, students, employees, and applicants.

Title IX defines sexual harassment to include any of three types of misconduct on the basis of sex, all which of jeopardize the equal access to education that Title IX is designed to protect:

Any instance of quid pro quo harassment by a school's employee; Any unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; and any instance of "sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

Title IX regulations define sexual harassment more narrowly than the school's code of conduct or employee handbook. Some complaints of sexual harassment will not fall within the sexual harassment definitions of Title IX's regulations but will fall within the sexual harassment definitions within the student code of conduct or employee handbook. Each complaint the school receives alleging sexual harassment will be examined to determine which grievance procedures need to be followed. Some complaints might implicate multiple grievance procedures.

A Title IX Complaint is Filed

Title IX Coordinator determines if policy applies and discusses supportive measures and resources.

If Title IX Policy does not apply, one or more of the following may occur.

Complaint Dismissed; both complaint and respondent notified

Complaint is referred to another department (Human Resources, Site Administrator).

Informal Resolution

Title IX Coordinator will determine if an informal resolution process is appropriate and notify both parties. Both Parties must agree to continue with an informal resolution. Either party may withdraw from the informal resolution up until a written resolution agreement is signed by both parties. If either party withdraws, the grievance process will resume. All parties must agree on the outcome of the informal resolution.

NOTE: The informal resolution process will not be used to resolve an allegation of sexual assault or allegation that an employee sexually harassed a student

If Title IX Policy applies, there are two resolution processes.

Formal Resolution

1. The Title IX Coordinator will determine if a formal resolution process is appropriate. Notify both parties about policy and procedures, and determine if interim measures are applicable.

2. The Title IX Coordinator will open an investigation and appoint an investigator who will interview the complainant, respondent, and any appropriate witnesses. In initial report will be created. The complainant and respondent will be given an opportunity to review the investigation report and provide/submit additional comments.

3. The decision maker will issue a written determination based on evidence regarding responsibility, any disciplinary actions the school imposes on the accused, and whether remedies designed to restore or preserve equal access to school activities will be provided. If the respondent is a student, a hearing will take place under the guidelines listed in the policy.

4. The school will offer both parties an appeal from determination regarding responsibility, and from the schools dismissal of a formal complaint or any allegations therein, on the bases outlined in the policy

Review of the Funding Determination Process for Nonclassroom-Based Charter Schools



Executive Summary

Background

Nonclassroom-Based Charter Schools Must Submit Funding Determination Requests to the California Department of Education (CDE). State law classifies charter schools as nonclassroom-based if more than 20 percent of instructional time is offered through means that are outside of an in-person classroom setting. To generate funding for its nonclassroom-based attendance, the school must submit a funding determination request to the state using data from the prior year.

Nonclassroom-Based Charter Schools Must Meet Three Criteria to Receive “Full” Funding. In order to be eligible to receive full funding for its nonclassroom-based attendance, a nonclassroom-based charter school must meet three criteria: (1) spend 40 percent of annual revenue on certificated staff compensation, (2) spend 80 percent of annual revenue on instruction and related activities, and (3) maintain a student-to-teacher ratio of 25-to-1 in most cases. If a school does not meet these thresholds, they would receive a prorated amount (typically either 85 percent or 70 percent).

State Law Requires Evaluation of Process Used to Determine Funding for Nonclassroom-Based Charter Schools. Chapter 48 of 2023 (SB 114, Committee on Budget and Fiscal Review) requires the Legislative Analyst’s Office and the Fiscal Crisis and Management Assistance Team to study the funding determination process for nonclassroom-based charter schools and report their findings by March 1, 2024. The statute specifies that this study shall “identify and make recommendations on potential improvements to the [process], including recommendations for enhancing oversight and reducing fraud, waste, and abuse.”

Findings and Assessment

“Nonclassroom-Based” Term Is a Misnomer. In 2023-24, 204 nonclassroom-based charter schools reported they offer no virtual instruction or are primarily a classroom-based program. These schools represent half of the statewide attendance at nonclassroom-based charter schools. In our conversations with nonclassroom-based charter schools, many indicated they offer different types of educational programs (primarily in-person, blended, or primarily virtual) that students can choose from. Some indicated they preferred the nonclassroom-based designation because of the flexibility they had in deciding how to serve each student. For these schools, the term nonclassroom-based does not necessarily reflect the experience of students enrolled in their programs. These schools also often have a cost structure that is similar to traditional brick-and-mortar schools.

Funding Determination Process Has Gaps. The funding determination process also has several gaps that make it less effective in monitoring school spending. Most notably, nonclassroom-based charter schools usually are only required to submit one out of every four years of expenditure data, which limits the state’s ability to comprehensively assess their spending patterns. Additionally, CDE does not have the capacity to verify the accuracy of the various data submitted that is self-certified.

Current Process Is Not an Effective Way to Address Other Concerns With Nonclassroom-Based Charter Schools. The funding determination process can be a helpful tool to monitor the overall cost structure of a nonclassroom-based charter school and to ensure funding is being spent on staffing and other services that benefit students. The process, however, is not an effective approach for ensuring that charter schools are complying with other state laws. Given the funding determination process is based on the review of audited expenditures and attendance data, it relies on other aspects of the system to be working effectively. These other aspects of oversight—such as annual audit requirements and oversight from authorizers, county superintendents, and the state—are more appropriate ways to monitor these issues.

Recommendations

Recommend Several Changes to Improve Funding Determination Process. We provide several specific recommendations the Legislature could enact to improve the funding determination process. Our recommendations are intended to narrow the process to a smaller subset of schools, improve the comprehensiveness and quality of data submitted to CDE, and streamline some aspects of the process. Most significantly, we recommend the Legislature:

- ***Narrow the Definition of a Nonclassroom-Based Charter School.*** We recommend narrowing the definition of a nonclassroom-based charter school so that the designation excludes those schools that provide the majority of their instruction in person. This would exclude charter schools whose programs have cost structures that are similar to traditional classroom-based programs.
- ***Improve Quality of Data Submitted to CDE.*** To assist CDE in efficiently reviewing and processing funding determination forms, we recommend requiring data submitted by charter schools be consistent with their annual audits. We also recommend several changes that would require information submitted to CDE be subject to annual audits.
- ***Use Multiple Years of Data for Funding Determinations.*** We recommend the funding determinations take into consideration a school's aggregate spending for all years since the previous funding determination. This would ensure school expenditures are aligned with the funding determination thresholds consistently over time.

Consider Changes to Charter School Oversight. We also provide several recommendations for the Legislature to consider regarding broader oversight of charter schools. These issues generally apply to all charter schools, though in a few cases we highlight specific issues related to nonclassroom-based charter schools and virtual charter schools. Most significantly, we recommend the Legislature consider the following:

- ***Improvements to Oversight by Charter School Authorizers.*** We recommend the Legislature consider several changes to improve the quality of authorizer oversight. Specifically, we recommend the Legislature set limits on district authorizers by district size and grade, increase minimum requirements for authorizers, and consider an alternative authorizing structure for virtual schools.
- ***Enhancements to Charter School Audits.*** Current audit requirements often do not address the complexities and unique flexibilities of charter school finances. We recommend the Legislature align the audit process for charter schools to that of school districts and add audit requirements that would address issues specific to charter schools.

INTRODUCTION

State Provides Flexibility Over Instructional Approaches. Under current law, charter schools and school districts have flexibility to provide instruction in a variety of settings. Although school districts are required to operate traditional in-person instruction, they also have the option of additionally operating independent study programs which can take on many different forms that range from fully online virtual academies to hybrid programs that combine on-site and off-site instruction. Charter schools have more flexibility in structuring their programs as they are not required to provide in-person instruction.

State Classifies Some Charter Schools as Nonclassroom-Based. State law classifies charter schools as either classroom-based or nonclassroom-based. Specifically, a school is nonclassroom-based if more than 20 percent of instructional time is offered through means that are outside of an in-person classroom setting. In 2022-23, 313 schools (25 percent of all charter schools) were nonclassroom-based. These schools accounted for 38 percent of statewide charter school attendance that year.

State Law Requires Additional Scrutiny Over Funding for Nonclassroom-Based Charter Schools. Chapter 892 of 2001 (SB 740, O'Connell) required the State Board of Education (SBE) to establish a system for determining the appropriate funding level for nonclassroom-based charter schools that, at a minimum, considers the percentage of total expenditures for certificated

staff salaries and benefits and the school's student-to-teacher ratio. The state board adopted thresholds for these criteria, and also required that funding determinations be based on the percentage of total expenditures for instruction and related services.

State Law Requires Evaluation of Processes Used to Determine Funding for Nonclassroom-Based Charter Schools.

Chapter 48 of 2023 (SB 114, Committee on Budget and Fiscal Review) requires the Legislative Analyst's Office and the Fiscal Crisis and Management Assistance Team to study the processes used to determine funding for nonclassroom-based charter schools and report their findings by March 1, 2024. The statute specifies that this study shall "identify and make recommendations on potential improvements to the [funding determination] processes, including recommendations for enhancing oversight and reducing fraud, waste, and abuse."

Report Has Three Main Sections. This report responds to the statutory requirement. The first section provides a brief overview of charter schools and outlines the main features of the funding determination process. The second section describes our findings, assessment, and recommendations specifically related to the funding determination process. The final section describes our assessment and recommendations related to broader issues of oversight for charter schools.

BACKGROUND

In this section, we provide a brief overview of charter schools and how they are funded, as well as how charter schools are classified as nonclassroom-based. We then discuss the funding determination process used to determine the level of funding for these schools.

Charter Schools

California Established Charter Schools in 1992. Charter schools are publicly funded elementary and secondary schools operating under locally developed agreements (or "charters") that describe their educational programs. The state created charter schools to offer parents or guardians an alternative to traditional public schools

and encourage local leaders to explore innovative educational programs. All charter schools must provide nonsectarian instruction, charge no tuition, and admit all interested California students up to school capacity. If the charter school receives more student applications than they have capacity to enroll, the school must implement a lottery system.

Charter Schools Are Held Accountable to Their Local Charter. To both be established and renewed, a charter school in California must have an approved charter that sets forth a comprehensive vision for the school, including its educational program, student discipline policy, employee policies, governance structure, and fiscal plans. Charter schools are exempt from many state laws and regulations that apply to school districts. For example, they are not required to collectively bargain with employees or select members of their governing board through local elections.

Interested Groups Initiate Petition Process. Charter school petitions must set forth a comprehensive vision for the school, including its educational program, student discipline policy, employee policies, governance structure, and fiscal plans. Petitions must be signed by at least half of the number of parents or guardians of students that the charter school estimates will enroll in the school for its first year of operation or by half of the number of teachers that the charter school estimates will be employed at the school during its first year of operation.

Charter Schools Must Be Authorized by a School District or County Office of Education (COE). Every charter school has an authorizer that is responsible for approving the school's charter. In most cases, an interested group looking to establish a charter submits its petition to the local governing board of the school district where the charter school will be located. In 2023-24, districts authorize 83 percent of active charter schools. Under certain conditions, a group may submit a petition to the governing board of the COE, such as a charter school that is seeking to serve students from across the county. Initial authorization may be for a period of up to five years. The authorizer monitors the charter school and may deny a renewal if the school does not adhere

to the terms of its charter, performs poorly on state measures of academic performance, or violates the law. (An authorizer can also revoke a charter in certain circumstances.)

Under Certain Conditions, an Authorizer Can Reject a Petition. State law specifies that school districts can deny the approval of a new charter petition for one of eight specific circumstances. Most notably, petitions may be denied if the proposed educational program is unsound, the charter school would undermine or be duplicative of existing programs currently offered by the authorizer, or the establishment of the charter would fiscally impact the authorizer to the point they would be unable to meet their financial obligations. If a school district denies a charter petition, the interested groups can appeal the denial with the COE in which the school district operates. In this case, a COE will review the charter petition and the statement from the school district on why they denied the petition. COEs in this case conduct their own review of the charter petition and may authorize the charter if they disagree with the district's assessment. Appeals may also be filed with SBE, though their level of review depends on whether or not the charter petition was denied by both the school district and COE, or just the school district. If SBE approves a petition on appeal, they must designate whether the chartering authority will be granted to the school district or COE in which the charter will operate. As described in the nearby box, the state recently enacted various changes to rules related to authorization and oversight of charter schools.

Authorizers Are Responsible for Ongoing Oversight. At a minimum, each authorizer must fulfill five basic responsibilities: (1) identify a contact person at the charter school; (2) visit the charter school at least annually; (3) ensure the charter school completes all required reports, including the Local Control and Accountability Plan; (4) monitor the charter school's finances; and (5) notify SBE if a charter is renewed, revoked, or the school closes. Authorizers may charge a fee of up to 1 percent of a charter school's Local Control Funding Formula (LCFF) revenue to cover the actual cost of their oversight activities.

Recent Legislation Impacting Charter School Authorization and Oversight

Since 2019, the state has enacted several changes that have impacted the authorization and oversight of charter schools. Below, we describe three bills that made significant changes specifically related to charter schools.

Chapter 486 of 2019 (AB 1505, O'Donnell). Assembly Bill 1505 included several changes to laws regarding charter schools. Most notably, the bill made changes in four areas:

- **Additional Circumstances for Denying a Petition.** This legislation added two circumstances under which an authorizer can deny a charter petition for the establishment of a new charter school (providing authorizers with a total of eight circumstances for denying a petition). Specifically, AB 1505 now allows an authorizer to deny a petition if (1) the charter school would undermine or be duplicative of existing programs currently offered by the authorizer, or (2) the establishment of the charter would fiscally impact the authorizer to the point they would be unable to meet their financial obligations.
- **Delegation of Oversight for Charter Schools Authorized by the State Board of Education (SBE).** Assembly Bill 1505 removed SBE's authority to approve statewide benefit charter schools and required SBE to delegate oversight of charter schools to school districts and county offices of education (COEs). Charter schools previously authorized by SBE are now required to renew their charter with the school district or COE in which they operate. Additionally, when SBE approves a charter on appeal, they must designate, in consultation with the charter school, whether the school district or COE in which the charter operates will provide oversight.
- **Change to SBE's Approach to Some Appeals.** Prior to AB 1505, SBE reviewed appeals for new charter schools by conducting its own independent review of the charter petition, similar to that of school districts and COEs. Under AB 1505, if the charter petition was denied by a school district and a COE, then SBE only evaluates whether the school district or COE may have abused its discretion—SBE does not conduct an independent review of the charter petition. SBE must conduct their own independent review of appeals for new charter schools in single-district counties. SBE also must conduct their own independent review of appeals for renewal related to schools that were previously authorized by SBE.
- **Renewals of Existing Charter Schools Tied to Performance.** Assembly Bill 1505 required charter authorizers to consider the charter school's performance on the indicators included in the California School Dashboard when evaluating a petition to renew a charter school. The legislation establishes three tiers of performance based on the School Dashboard indicators. These tiers must be used to determine whether the charter will be renewed and to determine the length of a charter renewal. For schools not in the highest performance tier, the authorizer must consider certain verified data related to year-to-year growth in student academic achievement and postsecondary outcomes (in addition to indicators on the School Dashboard).

Chapter 487 of 2019 (AB 1507, O'Donnell). Prior to AB 1507, charter schools could operate facilities outside of their authorizing school district in certain circumstances, as well as operate a resource center in an adjacent county. Assembly Bill 1507 prohibits new charter schools from operating facilities outside of their authorizing school district. As part of their renewal process, charter schools that were already operating outside of their authorizing school district were required to obtain approval from the district where their site or resource center is located. Alternatively, charter schools were also able to renew their charter with the authorizer in which their additional site is operated.

Chapter 3 of 2019 (SB 126, Leyva). Senate Bill 126 required charter schools and charter management organizations to comply with the same public record disclosure requirements, open meeting requirements, and conflict of interest laws that apply to school districts and COEs, including the California Public Records Act, The Ralph M. Brown Act, and the Political Reform Act of 1974.

If a charter school utilizes substantially rent-free facilities offered by their authorizer, then their authorizer can be reimbursed for the actual cost of providing oversight, up to 3 percent of the charter school's LCFF revenue.

Charter Schools Periodically Up for Renewal.

At the end of a charter's initial authorization period, the authorizer must decide whether to renew the charter. Charter schools typically must be renewed every five years. The criteria for the renewal process generally are similar to that for approving a new charter, with the exception that charter schools seeking renewal must demonstrate a minimum level of academic performance. When a charter is up for renewal, the authorizer will review the schoolwide and student subgroup performance data of the charter school for the two years preceding the renewal decision. Under certain conditions, academic performance can dictate whether the authorizer must deny or approve the charter renewal—unless the authorizer finds that the charter school cannot implement its program or is breaking the law. For schools with the lowest academic performance on state indicators, statute specifies that authorizers must deny the renewal of the charter school. Conversely, for schools with the highest performance levels on state indicators, statute specifies that the authorizer must renew the charter school for a period of between five and seven years. For all other charter schools, they must set growth targets regarding academic performance on state indicators and the authorizer has the authority to decide to renew the charter for a term of up to five years.

Charter Schools Have Limits on Where They Can Locate and Which Students They Can Enroll. Charter schools must be located in the geographic boundary in which their authorizer operates. This restriction applies to any school facilities, resource centers, meeting spaces, and satellite facilities. Charter schools are able to enroll students from within the county their authorizer operates, as well as from all adjacent counties.

Some Charter Schools are Part of Networks. Some schools are managed by entities as part of charter school networks. Charter schools that are part of networks are legally separate schools, each with their own authorizer and governing board.

The exact relationship of a charter network varies. For example, a network could have one organization that is involved in operating all programs and another network might have schools that share their educational model but each school operates independently. In some virtual programs, the network of schools operates as one school in practice where costs are shared across schools and one teacher may have students assigned in their caseload from different schools that are part of the same network. Since charter schools can enroll students from within their authorizer's county and adjacent counties, a charter network can serve large portions of the state by having schools authorized in several key counties across the state.

Charter School Audit Requirements Differ From School Districts. Every school district, charter school, and COE in California must undergo an annual audit to verify the accuracy of its financial records and determine if it has spent funds in accordance with various state and federal laws. They must hire an auditor from a list of firms approved by the State Controller's Office. The auditor then conducts an independent review following procedures in the audit manual developed by the state known as the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* (known as the audit guide). The audit guide includes procedures for school districts, charter schools, and COEs, such as verification of various compliance tests, including attendance records. Charter school financial reporting requirements differ in some ways from that of school districts. For example, charter schools that are organized as a nonprofit public benefit corporation follow the Financial Accounting Standards Board statements whereas school districts follow the Governmental Accounting Standards Board statements. Charter school auditing requirements are informed by both the audit guide and details specified in their charter school petition, whereas audits of school districts are informed by the audit guide and statute. Depending on the content of their charter, the specific elements of a charter school's audit may differ from the requirements of school districts.

Charter School Funding

As With School Districts, Charter Schools Are Mostly Supported by LCFF. School districts and charter schools receive most of their LCFF apportionment through a per-student formula that provides a base amount of funding by different grade spans. The per-student rates for school districts and charter schools are applied to their average daily attendance (ADA)—the average number of students that attend throughout the school year. Almost one-fifth of LCFF funding for school districts and charter schools is provided through two separate calculations based on the proportion of their student population that is an English learner, from a low-income family, or a foster youth. Charter schools receive about \$8 billion (11 percent) of total school district and charter school LCFF funding.

Charter Schools Can Be “Directly Funded” or “Locally Funded.” When a charter school is authorized, they can elect to receive their state funding in one of two ways: (1) from the county treasurer in which their authorizer operates (directly funded) or (2) from its authorizer (locally funded). The selection may also affect how a charter school applies for state and federal grants. In 2022-23, 255 charter schools (21 percent) were locally funded. Some locally funded charter schools are operationally integrated into their authorizing school district or COE. These schools are sometimes referred to as “dependent” charter schools. A dependent charter school also commonly has its expenditure data integrated within the authorizer’s data, not reported separately. Conversely, “independent” charter schools report their expenditure data separately from their authorizers and are likely to be directly funded.

Charter Schools Have Three Options for Obtaining Facilities. When a charter school is projected to have more than 80 students attending in person in a school year, the authorizer is required to offer reasonably equivalent facilities sufficient to accommodate all of the in-district students attending the school. Many charter schools occupy facilities provided by their

authorizing district, typically paying either nominal or below-market rent. Most remaining charter schools occupy privately leased facilities, often paying market-rate rent. A relatively small share of charter schools have constructed or purchased their own facilities.

Some Charter Schools Have Access to Facility Funding. Unlike school districts, charter schools are unable to authorize local bonds for school facilities. However, the state provides some funding to help certain charter schools with their facility costs. The Charter School Facility Grant Program is available to charter schools that enroll or are located in the attendance area of an elementary school where at least 70 percent of students are low income. Eligible schools are reimbursed for up to 75 percent of lease and other qualifying facility expenditures incurred in the prior year, but are capped at a certain amount (\$1,420 per student in 2022-23). Additionally, the federal Charter School Facilities Program provides charter schools with funding for constructing, acquiring, or renovating new facilities through the district in which they operate. The California School Finance Authority administers both of these programs. (The Charter School Facilities Program is jointly administered with the Office of Public School Construction.) In some cases, school districts have included charter school facilities in their local bond program.

Charter Schools Have Somewhat Different Rules for Independent Study. School districts, charter schools, and COEs typically receive funding based on student attendance in an in-person instructional program, where they receive direct supervision from a certificated teacher. In addition, they can receive funding to operate programs with a more flexible structure through independent study. Although most independent study rules apply to all entities, charter schools have somewhat different rules. Most notably, they do not have a minimum amount of instruction or work that must be completed in one day to generate funding. (See the box on the next page for more detail regarding current independent study rules.)

Independent Study

Independent study programs provide students an alternative to traditional classroom-based instruction. Rather than generating funding solely based on attendance, independent study programs also generate funding based on the work completed by students. Independent study programs range from fully online virtual academies to hybrid programs that combine on-site and off-site instruction. State law allows local education agencies (LEAs)—school districts, charter schools, and county offices of education (COEs)—to decide whether to provide these programs.

Basic Requirements of Independent Study Programs. Below are some of the basic requirements for all independent study programs.

- **Certificated Teachers.** Students must work under the general supervision of certificated teachers. State law also specifies that only certificated teachers may evaluate the seat-time equivalent of an independent study student's work for the purposes of generating average daily attendance (ADA).
- **Individual Written Agreement.** LEAs must maintain a written agreement with each student (and parent or guardian) that specifies the dates of participation, methods of study and evaluation, and other resources to be made available to the student.
- **Synchronous Instruction.** LEAs must offer synchronous instruction—instruction that involves real-time interaction between students and teachers—to independent study students throughout the school year, with frequency varying by grade level. These requirements range from daily instruction for transitional kindergarten through grade three to weekly instruction for high school students.
- **Student Reengagement Strategies.** LEAs must establish procedures for reengaging with independent study students who do not meet certain requirements, such as students who have completed less than 60 percent of their assigned work in one week, participated in less than 60 percent of scheduled synchronous instruction in one month, or violated their independent study agreement. These procedures are to include several elements, such as notification to parents or guardians regarding lack of participation and a standard for when a student's enrollment in independent study should be reevaluated.
- **Student-to-Teacher Ratios.** Current law limits the average number of students each independent study teacher may supervise, unless an alternative ratio is collectively bargained. These limits vary by LEA. For school districts, the student-to-teacher ratio for independent study programs may not exceed the overall student-to-teacher ratio in the district. For charter schools, the ratio cannot exceed 25 to 1. The limit for COEs is based on the overall student-to-teacher ratio in the high school or unified school district with the largest ADA in the county.
- **Educational Standards.** State law prohibits independent study from using an "alternative curriculum." This restriction implies that independent study students must be held to the same standards as other district students. Current law, however, does not clarify what an alternative curriculum means or provide a means of enforcing the prohibition.

Charter Schools and School Districts Have Different Flexibilities. Unlike school districts, charter schools do not have a daily minimum instructional minute requirement for school days. (The daily minimum instructional minute requirement for school districts varies by grade span, from 180 minutes for kindergarten to 240 minutes for grades 9-12.) Therefore, to claim attendance for funding purposes, charter schools only need to show that a student completed some work during each school day. (However, charter schools must follow the same minimum number of instructional minutes for the school year as school districts.) School districts must show that the work completed by a student satisfies the minimum amount of instruction for the day. However, school districts may have agreements in place where students submit work weekly and the work submitted does not need to be attributed to specific days to generate funding.

Nonclassroom-Based Charter Schools

Senate Bill 740 Established New Requirements Governing Funding for Nonclassroom-Based Instruction in Charter Schools. In the early 2000s, after a few high-profile cases, education leaders were concerned that some charter schools offering independent study were “profiteering.” Specifically, some independent study programs spent less than the amount of funding generated by students and allowed the school operators to keep funding for personal gain. To address these issues for charter schools, the Legislature enacted Chapter 892. Most notably, SB 740 established a definition for what constitutes a nonclassroom-based charter school and required nonclassroom-based charter schools to request a funding determination from the California Department of Education (CDE) to receive their full apportionment. We discuss these in more detail below.

Senate Bill 740 Defined Classroom-Based and Nonclassroom-Based Charter Schools. For purposes of calculating charter school attendance for classroom-based instruction apportionments, SB 740 requires that (1) instruction is provided by a certificated teacher, (2) at least 80 percent of instruction is offered at the school site, (3) the charter school’s schoolsite is a facility that is used principally for instruction, and (4) the charter requires its students to attend the schoolsite for at least 80 percent of the minimum instructional time required by law. Attendance that does not meet all four of the above criteria is considered nonclassroom-based. Charter schools must designate each unit of attendance as either classroom-based or nonclassroom-based. For example, a student who receives in-person instruction four days and one day of independent study would be credited with four days of classroom-based attendance and one day of nonclassroom-based attendance. However, for students who participate in independent study more than 20 percent of their instructional time, all of their attendance is considered nonclassroom-based. For example, a student who receives in-person instruction three days a week and independent study for two days a week would be credited with five days of nonclassroom-based

attendance weekly. A charter school is classified as “nonclassroom-based” if more than 20 percent of its total annual ADA is nonclassroom-based.

Nonclassroom-Based Charter Schools Not Eligible for Some State Programs.

Nonclassroom-based charter schools are ineligible to receive funding from certain grant programs, including the Expanded Learning Opportunities Program, Charter School Facility Grant Program, and the California Community Schools Partnership Program. This is in part due to the assumption that nonclassroom-based charter schools do not have facilities to provide classroom-based instruction and cannot comply with the requirements of some programs that provide services to students in person.

Nonclassroom-Based Charter School Programs Vary. Nonclassroom-based charter school programs can range from hybrid programs with a combination of on-site and off-site instruction to fully online virtual academies. (The level of in-person and remote instruction that hybrid programs offer vary.) Additionally, a nonclassroom-based charter school may offer multiple types of programs to students. In 2022-23, the state had 313 nonclassroom-based charter schools (25 percent of all charter schools) that served a total of roughly 222,000. These schools accounted for 38 percent of statewide charter school attendance and about 4 percent of attendance statewide that year. (Figure 1 on the next page.) From 2018-19 to 2022-23, statewide nonclassroom-based charter school attendance has increased 5 percent (about 9,500 students), whereas classroom-based charter school attendance has decreased 3 percent (about 12,800 students).

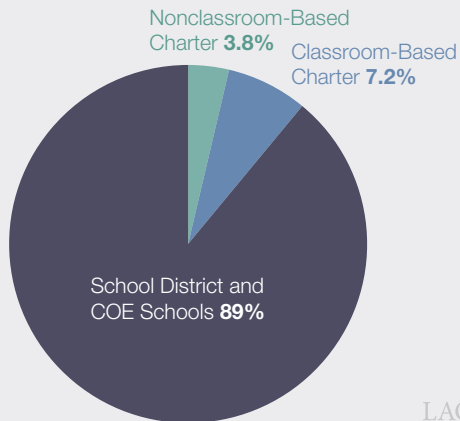
State Commissioned a Study of Funding Determination Process Shortly After Establishment.

In 2005, RAND evaluated the state’s funding determination process and found that the process had reduced misuse of funds by nonclassroom-based charter schools and increased their spending on instruction. RAND found that nonclassroom-based charter schools substantially increased both instructional spending and spending on certificated-staff salaries as a proportion of total revenues in an effort to meet thresholds for full funding.

Figure 1

Share of Statewide Attendance by School Type

2022-23



A Few High-Profile Cases of Recent Fraudulent Activity in Nonclassroom-Based Charter Schools.

Over the past decade, there have been a few cases where fraudulent activity or misuse of public funds were found in nonclassroom-based charter schools. One notable recent case is related to the A3 charter school network, where the schools were found to have fabricated attendance data that resulted in generating roughly \$400 million in state funding through attendance fraud. Several former employees of the schools were subsequently convicted of crimes related to these actions.

State Enacted a Moratorium on New Nonclassroom-Based Charter Schools in 2019, Set to Expire in 2026. Due, in part, to the concerns arising from high-profile cases, Chapter 486 of 2019 (AB 1505, O'Donnell) imposed a two-year moratorium on the establishment of new nonclassroom-based charter schools (from 2019 to 2021). The moratorium has since been extended twice—Chapter 44 of 2021 (AB 130, Committee on Budget) extended the moratorium to January 1, 2025, and SB 114 further extended the moratorium to expire in January 1, 2026.

Funding Determination Process

Statute Directed SBE to Develop Regulations Governing Nonclassroom-Based Charter School Funding. Senate Bill 740 directed SBE to

adopt regulations that govern funding for nonclassroom-based charter schools by February 1, 2002. SBE was required to appoint an advisory committee consisting of representatives of school district superintendents, charter schools, teachers, parents or guardians, members of the governing boards of school districts, county superintendents of schools, and the State Superintendent of Public Instruction to make recommendations to SBE on developing regulations. The legislation specified that the regulations shall include considerations for the amount of the charter school's total budget expended on certificated employee salaries and benefits and the school's student-to-teacher ratio. The legislation also authorized SBE to include other considerations for making funding determinations, as well as other conditions or limitations on what constitutes nonclassroom-based instruction.

Nonclassroom-Based Charter Schools Must Submit Funding Determination Requests to CDE.

Nonclassroom-based charter schools are ineligible to receive any funding for their nonclassroom-based ADA without receiving an approved funding determination from SBE. (Nonclassroom-based charter schools automatically generate full funding for any classroom-based ADA.) To generate funding for its nonclassroom-based ADA, the school must submit a funding determination request to CDE through a form on the department's website using data from the prior year. Typically, these forms must be submitted to the department by February 1 in the year when a school's funding determination is set to expire. CDE reviews the information submitted on the funding determination form, and can ask charter schools for clarifying or additional information as well as use information from the charter school's audit to verify information on the form. After reviewing the funding determination form, CDE presents its funding determination recommendation to the Advisory Commission on Charter Schools (ACCS) who then make recommendations to SBE on the level of funding based on three thresholds discussed below. ACCS typically adopts its recommendations in April. In turn, SBE typically votes on the funding determinations in May.

Nonclassroom-Based Charter Schools Must Meet Three Criteria to Receive “Full” Funding.

In order to be eligible to receive full funding for nonclassroom-based ADA, charter schools must meet three criteria:

- **Spend 40 Percent of Annual Revenue on Certificated Staff Compensation.** Charter schools must show that their total prior-year expenditures on certificated staff represent at least 40 percent of total prior-year revenues. Certificated staff costs include salaries and benefits for employees who possess a valid teaching certificate, permit, or other equivalent and who work in the charter school in a position required to provide direct instruction or direct instructional support to students. A charter school's total revenue includes federal, state, and local funding.
- **Spend 80 Percent of Annual Revenue on Instruction and Related Services.** Charter schools must show that their prior-year expenditures on instruction and related services represents at least 80 percent of prior-year total revenue. Instruction and related services may include, but are not limited to, (1) administrative, technical, and logistical support to facilitate and enhance instruction; (2) student support services; (3) school-sponsored extra-curricular or co-curricular activities; and (4) instructional materials, supplies, and equipment. Additionally, charter schools can elect to have a portion of their spending on facilities be counted towards this requirement. A charter school's total revenue includes federal, state, and local funding.

- **Certain Student-to-Teacher Ratios.**

Charter schools are required to maintain a student-to-teacher ratio of 25-to-1 (or equivalent to the largest unified school district in the county in which the charter school operates).

If a school receives full funding, all of its nonclassroom-based ADA counts towards key funding calculations, including the school's LCFF allotment and lottery-based apportionment. SBE may reduce funding determinations to either 85 percent or 70 percent of full funding—meaning 85 percent or 70 percent of a school's ADA is counted in the applicable funding calculations. **Figure 2** shows the criteria for funding determinations at lower levels than full funding.

Schools Periodically Go Through Funding Determination Process. SBE generally has the authority to grant funding determinations for up to five years. The regulations also require funding determinations of specific lengths in certain cases. New charter schools, for example, must receive their first funding determination for two years. Regulations also require the state to provide schools a five year funding determination if they meet certain performance standards. However, the specific measure of performance referenced in the regulations—the Academic Performance Index—is no longer calculated by the state. Thus, no schools are automatically eligible for five year funding determinations.

Schools May Count Facility Costs Towards Spending on Instruction. Charter schools may elect to have some of their facilities costs included towards their spending on instruction and related services. In order to be eligible, charter schools

Figure 2

Funding Determination Thresholds

Requirement	Funding Level			
	100 percent	85 percent	70 percent	Denial
Share of revenue spent on certificated staff	At least 40 percent.	At least 40 percent.	At least 35 percent.	Less than 35 percent.
Share of revenue spent on instruction and related services	At least 80 percent.	Between 70 percent and 80 percent.	Between 60 percent and 70 percent.	Less than 60 percent.
Student-to-teacher ratio	25 to 1, or highest ratio in the county.	Not applicable.	Not applicable.	Not applicable.

must provide information on: (1) total facility costs, (2) square footage, (3) classroom-based ADA, and (4) the total number of hours that nonclassroom-based students spent at school sites. The formula allows up to \$1,000 per classroom-based ADA and a prorated amount for nonclassroom-based ADA based on the amount of time these students physically spend within the charter's facilities.

State Board Considers Mitigating Circumstances When Making Funding Determinations. A nonclassroom-based charter school may present additional information to CDE and SBE to request an increase in its funding level if other special or mitigating circumstances resulted in a smaller proportion of its total revenue being spent on certificated staff compensation or instruction and related services. For example, SBE considers circumstances such as a one-time investment in a facility, extraneous special education costs, or school bus purchases. If a school can show that these types of expenses resulted in the school not meeting the expenditure, SBE typically gives the school a higher funding determination than would otherwise be assigned, but for a shorter period of time.

Specific Rules for New Charter Schools. New nonclassroom-based charter schools must submit their funding determination request by December 1 in their first year of operation using "reasonable" estimates of their expenses. The approved funding determination for new charter schools is effective for two fiscal years. Ninety days after the end of the first fiscal year of operation, the charter school must submit unaudited actual expense reports for the first year and a funding determination form based on the school's second-year budget. This may result in a revision to the funding determination if the thresholds were not met in either the first year expenses or in the adopted second-year budget. The SBE may terminate a determination of funding if updated or additional information requested by CDE and/or the ACCS is not made available by a charter school within 30 calendar days or if credible information from any source supports termination.

Schools Must Submit Additional Information in Funding Determination Forms. In addition to the spending and staffing data needed to determine

a school's funding level, nonclassroom-based charter schools also must include additional information in their forms. This information is not intended to affect a school's funding determination but serve as a way to screen for any potential issues that CDE may want to share with charter school authorizers. The additional information includes:

- **Governing Board Composition.** Charter schools are required to list the members of their current governing board. For each member, the charter must provide name, type of member (for example, parent/guardian or teacher), how the member was selected, and their term. Additionally, charter schools must identify whether any member of the board has any affiliations with entities that the charter school contracts with above certain spending thresholds. Charter schools must also indicate whether or not the governing board has adopted and implemented conflict of interest policies and procedures.
- **Contracts Above Certain Spending Thresholds.** Charter schools are required to list any external contracts from the previous year that were \$50,000 or more, or represented at least 10 percent of total expenditures. For any contract that meets this criterion, charter schools must list the name of the entity, amount provided, details of the contract, and whether the contract payments are based on specific services rendered or based on an amount per ADA or another percentage. CDE may request copies of the contract agreements.
- **Certain Excess Reserves.** Charter schools must classify their reserves in several categories, including reserves for economic uncertainties, facilities acquisition or capital projects, and reserves required by the charter authorizer. Charter schools are required to report the ending fund balance in all these categories. Charter schools that have ending fund balances in either their reserves for economic uncertainties or facilities acquisition exceeding the greater of \$50,000 or 5 percent of total expenditures must justify why their reserves are in excess of these thresholds.

ANALYSIS OF FUNDING DETERMINATION PROCESS

In this section, we provide our overall findings and assessment regarding the funding determination process, specifically as a way to reduce profiteering. We then provide recommendations to improve the process.

FINDINGS AND ASSESSMENT

Our findings and assessment were developed based on interviews we conducted with nonclassroom-based charter school operators and other charter school experts, review of existing data, and a review of various publications related to these issues.

Overall Findings and Assessment

Process Likely Affects School Spending.

The spending thresholds and staffing ratios schools must meet to receive full funding likely have some effects on nonclassroom-based charter school spending. Likewise, the periodic nature of submitting funding determinations likely affects school spending in specific years. Some charter schools indicated they took some specific actions to ensure they were meeting these thresholds in years that would apply to the funding determination. This is also consistent with findings from the 2005 RAND report the state commissioned on this issue. Based on our review, we are unable to determine whether this change in behavior necessarily results in better student outcomes or limits profiteering.

Process Is Not Well Targeted, but Also Has Gaps. Given the state's broad definition of a nonclassroom-based charter school, we find that the funding determination process is applied to many schools that operate similar to a traditional brick-and-mortar school and have a cost structure that make profiteering unlikely. The process also does not account for specific issues many schools face, such as facility costs and use of one-time funding. However, the process also has notable gaps that make it less effective in monitoring school spending. Most notably, nonclassroom-based charter schools are only required to submit one year of expenditure data, which limits the state's ability to comprehensively assess their spending patterns. We discuss these concerns in more detail later in this section.

Process Is Not an Effective Way to Address Other Concerns With Nonclassroom-Based Charter Schools. The funding determination process can be a helpful tool to monitor the overall cost structure of a nonclassroom-based charter school and to ensure funding is being spent on staffing and other services that benefit students. The process, however, is not an effective approach for ensuring that charter schools are complying with other state laws and not committing fraud. The process may be manipulated and does not contain the checks and balances that would otherwise prevent profiteering. Other aspects of oversight, such as annual audit requirements and authorizer, county superintendent, and state oversight, are more appropriate ways to monitor these issues. Given the funding determination process is focused on reviewing periodic audited expenditures and ADA reporting, the process relies on other aspects of the system to be working effectively.

Definition of Nonclassroom-Based Charter Schools

California's Definition of a Nonclassroom-Based School Is Broader Than Other States. In our review of policies in other states, we found that approximately 40 out of 50 states allow nonclassroom-based charter schools (although a few of these states currently have none in operation). The remaining ten states have either not adopted a charter school law or have adopted a law specifically prohibiting nonclassroom-based charter schools. Most states with laws pertaining to nonclassroom-based charter schools focus specifically on schools where most or all of the instructional program is delivered virtually. The California definition—encompassing all charter schools in which more than 20 percent of instruction takes place off-site—is broader than the definition in all other states.

“Nonclassroom-Based” Term Is a Misnomer. The state does not collect information on the types of instructional models operated by nonclassroom-based charter schools. It does, however, collect self-reported data on the degree to which the schools offer virtual instruction.

(This data is collected and reported to the federal government.) As **Figure 3** shows, 204 nonclassroom-based charter schools reported they offer no virtual instruction or are primarily a classroom-based program. These schools represent half of the attendance at nonclassroom-based charter schools. In our conversations with nonclassroom-based charter schools, many indicated that their programs were primarily classroom-based, with instruction and student support provided in a brick-and-mortar school. In other cases, schools offered remote instruction but had physical locations that students could use to collaborate with other students or meet with teachers and other support. The cost structure of these programs can be similar to that of a traditional school. Nonclassroom-based charter schools often indicated they offer different types of educational programs (primarily in person, blended, or primarily virtual) that students can choose from. Some indicated they preferred the nonclassroom-based designation because of the flexibility they had in deciding how to serve each student. For these schools, the term “nonclassroom-based” does not necessarily reflect the experience of students enrolled in their programs.

Application Review

CDE Relies on Audit Reports to Verify Some Submitted Expenditure Data. To verify the validity of expenditure information included in charter school funding determination forms, CDE routinely compares the submitted information with information from their prior-year audits.

The department indicated that data in the vast majority of funding determination requests match up with the expenditure data from their audits. As long as these schools meet the spending thresholds and the student-to-teacher ratio threshold, they will generally be recommended to receive full funding without having to submit any additional information. When discrepancies exist between the information listed on the funding determination form and the audit report, CDE requests additional information or documentation. CDE indicated that in many cases, charter schools made an error on the funding determination form but did actually meet the requirements. CDE also indicated that in many of these cases, the charter schools just needed to update their submission. However, in some cases, CDE requests backup documentation to substantiate information listed on the form.

In Other Cases, CDE Relies on Self-Certified Data. Although CDE can use a charter school’s audit to verify certain data (such as some expenditure data and ADA), other information reported in the funding determination form cannot be as easily verified. Based on our review of the forms and conversations we had with CDE, we identified three key components that are self-certified and cannot be verified by annual audits: (1) spending on certificated salaries and benefits for positions required to provide direct instruction or instructional support to students, (2) the number of student hours attended by nonclassroom-based students at a school site (used to count facilities costs as instruction related),

and (3) the student-to-teacher ratio. CDE indicated they do not have the capacity to independently verify the information they receive from charter schools is accurate. Audits and other reports often include total spending on certificated staff, as well as the number of full-time equivalent certificated staff employed by the charter school. These reports, however do not include data specifically for certificated staff who work directly with students, as is required in the funding determination form.

Figure 3

Small Share of Nonclassroom-Based Charter Schools Are Fully Virtual

2023-24

	Number of Schools	Share of Schools	Total ADA	Share of ADA
Not virtual	152	49%	91,967	41%
Primarily classroom	52	17	26,078	12
Primarily virtual	67	22	68,097	31
Exclusively virtual	40	13	36,088	16
Totals	311	100%	222,229	100%

ADA = average daily attendance.

CDE indicated that charter schools are not required to submit specific information about each employee that would allow the department to verify whether employees are correctly counted. In cases where CDE has concerns over accuracy of information provided by a charter school, they indicated that they reach out to the charter school's authorizer. However, charter school authorizers are not required to be involved in the funding determination process.

Verifying Information From Some Locally Funded Charter Schools Can Be Difficult. CDE stated they had difficulty with verifying information from some locally funded charter schools. (These schools are also more likely to be dependent charter schools that have their operations integrated with that of their authorizer.) This is because expenditure data from these locally funded charter schools was included in the audit of their authorizer, and often spending is not separated out from the authorizer's spending on its other schools. Both the Standardized Account Code Structure and the audit guide provide a mechanism for districts and COEs to separate out their spending on charter schools, but if the district has multiple locally funded charter schools they operate, then the charter school spending numbers often do not disaggregate by charter school site. CDE indicated that they will commonly ask locally funded charter schools to provide additional information to substantiate the information listed in the form.

Vast Majority of Schools Receive Full Funding. As **Figure 4** shows, the vast majority of active nonclassroom-based charter schools receive 100 percent funding. Of the schools that received full funding, 12 percent (38 schools)

did not meet the spending thresholds but were granted a higher level of funding based on mitigating circumstances described in their form. CDE indicated they will recommend 100 percent funding for those that have mitigating circumstances as long as the charter school can provide a reasonable justification and previously has met the spending thresholds. (CDE can ask for additional backup information to substantiate the charter's justification.) Despite CDE's typical approach, several charter schools indicated that they make spending decisions specifically to comply with the spending requirements and avoid having to use mitigating circumstances at all.

CDE Has Guidelines for Setting Length of Determinations, but They are Not Codified in Statute or Regulations. One common concern we heard from nonclassroom-based charter schools was the lack of clarity regarding the length of their funding determination. This was often due to concerns that they did not receive a determination for the maximum of five years. In our conversations with CDE, they indicated they have used consistent guidelines in recent years when deciding on the length of a funding determination: two years for new charter schools (as required by law), two years for those with mitigating circumstances, three years for schools on their second funding determination, and four years for all others. They also indicated that, given the Academic Performance Index is no longer valid, they do not issue any five year determinations. (Based on our review of statute, we believe CDE has the authority to provide five year determinations if they chose to do so.) CDE indicates they regularly communicate these guidelines in presentations to nonclassroom-based charter schools. However, these general guidelines are not reflected in statute or regulations, which can create confusion for schools.

Process Can Be Burdensome Initially. In our conversations with charter schools, we found that schools going through the process for the first time, particularly smaller charter schools, found the process burdensome.

Figure 4

Active Funding Determinations

2023-24

	100 Percent Funding	85 Percent Funding	70 Percent Funding	Denial (0 Percent Funding)
Without mitigating circumstances	270	2	3	—
With mitigating circumstances	38	—	—	—
Totals	308	2	3	—

Source: California Department of Education.

For larger charter schools and those that have gone through the process a few times, the process was not as burdensome. As charter schools become more familiar with the process, they structure their program around the specific requirements and regularly monitor expenses relative to the spending thresholds. Moreover, many charter schools that contract with vendors for business services were able to rely on these vendors to fill out the form and monitor any potential issues.

Only Reviewing Prior-Year Spending Limits Effectiveness of Oversight. In accordance with current regulations, CDE generally requires charter schools to only submit data for the prior fiscal year. (They may ask for multiyear data in some cases, such as if the charter is seeking a higher funding determination for mitigating circumstances.) For a school that receives a funding determination of four years, this means that the state would not review spending in the three intervening years. Lack of reporting in the years between funding determinations limits the state's ability to ensure schools are consistently meeting the spending criteria in line with their funding determination.

Oversight for Charter Networks Is Fragmented. Oversight via the funding determination process is more challenging for networks of schools—particularly for networks of fully virtual schools—that effectively operate as one school system. Under current law, schools that are part of a network submit separate funding determinations for each legally distinct school, even if the schools operate as one entity. These funding determinations can have different time lines, with each application representing a fraction of total spending by the school. This can make it more challenging for CDE to identify whether spending of the network as a whole is in compliance with the funding determination levels it has received, and provides an opportunity for the charter schools within the network to manipulate data relevant to the various spending thresholds and the student-to-teacher ratio threshold.

Funding Determination Process Not Aligned to Charter Renewal Process. Charter schools may be renewed for a period of five to seven years by their authorizer. In contrast, most charter schools receive funding determinations between

two and four years (and never for five years under current practice). This means that charter schools often have to go through the charter renewal process and funding determination process at different intervals. Being subjected to these separate processes at different intervals can be administratively burdensome for schools.

Supplemental Information Provides Helpful Context. The additional required information on charter board composition, contracts above certain spending thresholds, and governing board members that have dealings with contractors provides useful information for the state to identify potential issues of fraud. CDE routinely shares this information with authorizers to make sure they are aware of any possible issues.

Instruction and Related Spending

Schools Cite Three Key Challenges for Meeting Instruction and Related Thresholds.

In our conversations with nonclassroom-based charter schools, the 80 percent threshold for instruction and related services was the most difficult requirement to meet. Schools mainly cited three issues that made meeting this requirement more difficult:

- **Facilities Costs.** Schools often cited their spending on facilities as a key challenge with meeting the 80 percent requirement. Although schools can have a portion of the facilities costs included towards the calculation, this can represent only a share of their actual casts. Some schools also had more difficulty meeting the 80 percent threshold when they were setting aside funds over a multiyear period to purchase a facility. These issues were more common for schools with larger facility footprints that provided more of their instruction and support in person.
- **One-Time Funding.** In recent years, the state has provided several one-time grants that can be spent over a multiyear period. If a nonclassroom-based charter school receives these revenues in one year but does not spend them until subsequent years, this can reduce their reported spending on instruction and related services. (This can also make it more challenging to meet the certificated

salaries threshold.) Because of the effect on the spending threshold, schools have an incentive to spend the bulk of these funds in the first year, even if they might be better spent slowly over a multiyear period.

- **Reserves.** Several charter schools indicated they planned to increase the amount they hold in reserve to deal with fluctuations in state funding and student attendance or to save for major purchases. Setting aside funding for reserves, however, reduces their spending on instruction and related services.

Virtual Programs May Have Less Difficulty Meeting Instruction-Related Requirements.

Given their specific cost model, virtual programs are less likely to have challenges meeting the 80 percent threshold. Virtual programs typically have no costs associated with instructional facilities. Compared with brick-and-mortar schools, they are more likely to spend on software and technology—expenses which count towards the instruction-related requirements.

Student-to-Teacher Ratio Requirements

Highest Staffing Ratio in County Is Not Easily Accessible. Although regulations allow nonclassroom-based charter schools to adhere to a 25-to-1 student-to-teacher ratio or the highest ratio for a district in the county, in practice, schools adhered to the 25-to-1 threshold. This is because information on the student-to-teacher ratios of districts in their county was often not readily available or could not be verified.

RECOMMENDATIONS

Summary of

Recommendations. In this section, we provide specific recommendations the Legislature

could enact to improve the funding determination process (**Figure 5**). Some changes would require modifying state law, while others could be implemented by directing SBE to adopt new regulations. Our recommendations are intended to narrow the process to schools with instructional models more likely to create the opportunity for profiteering, improve the comprehensiveness and quality of data submitted to CDE, and streamline some aspects of the process. These changes likely will affect CDE's workload, but the specific impact will depend on implementation details. In the box on the next page, we also describe an alternative approach that would eliminate the funding determination process. While this approach would have negative consequences for some charter schools, it would be easier for the state to administer.

Figure 5

Recommendations for Improving the Funding Determination Process

Definition of Non-Classroom-Based Charter Schools

- ✓ Narrow the definition of a nonclassroom-based charter school.
- ✓ Make the definition of a virtual charter school subject to the annual audit.
- ✓ Establish a definition of a virtual charter network in statute.

Funding Determination Process

- ✓ Require additional review of data submitted to the California Department of Education.
- ✓ Require authorizers to separately track data for their nonclassroom-based charter schools.
- ✓ Use multiple years of data for funding determinations.
- ✓ Require networks operating as one school system to apply concurrently.
- ✓ Align funding determination with charter renewals.
- ✓ Use an existing calculation for measuring spending on certificated staff.
- ✓ Build in automatic adjustments for one-time funds and facilities.
- ✓ Modify approach to reserves.
- ✓ Require student-to-teacher ratio be included in audits.

Alternative to the Existing Funding Determination Process

This report responds to the Legislature's request that we make recommendations to improve the funding determination process for nonclassroom-based charter schools. The recommendations we set forth in this report would achieve this purpose. Under these recommendations, the process would continue to require additional workload for the state, nonclassroom-based charter schools, and authorizers. Below, we set forth an alternative that would eliminate most state-level administration. This approach, however would negatively affect nonclassroom-based charter schools with higher cost models, particularly those with higher facility costs. This approach would also eliminate some ways the state currently monitors spending for nonclassroom-based charter schools.

Set a Fixed Percentage of Funding for Nonclassroom-Based Charter Schools. As an alternative to the funding determination process, the Legislature could provide a prorated amount of funding to nonclassroom-based charter schools, regardless of their expenditures. This would eliminate the need for the funding determination process entirely. The Legislature could provide the same prorated amount for all nonclassroom-based charter schools (for example, based on 85 percent funded ADA, consistent with the middle category in the current process). Alternatively, the Legislature could create a sliding scale based on the amount of in-person instruction a school provides. This change could be implemented in conjunction with a change in the definition of a nonclassroom-based charter school. (Narrowing the definition would mean that fewer schools would receive a prorated funding amount.)

Allow Nonclassroom-Based Charter Schools to Obtain Funding for Instructional Facilities. In our conversations with nonclassroom-based charter schools, many had substantial facility blueprints, which often resulted in relatively higher costs. To provide these schools with access to facility funding, the Legislature could allow them to participate in the Charter School Facility Grant Program. This would allow nonclassroom-based programs where 70 percent or more of their students are low income to be eligible for additional funds. Those with lower proportions of low-income students, however, would be ineligible.

Consider Alternative Spending Requirements. If the Legislature were to eliminate the existing funding determination process, nonclassroom-based charter schools would no longer be required to meet the spending thresholds for certificated salaries and instruction and related services. The Legislature could alternatively apply the "current expense of education" calculations to nonclassroom-based charter schools and require that at least 40 percent of their expenditures are spent on salaries and benefits of classroom teachers and instructional aides. (This is similar to recommendation we make in this report for improving the existing funding determination process.)

Definition of Non-Classroom-Based Charter Schools

Narrow the Definition of a Nonclassroom-Based Charter School.

We recommend narrowing the definition of a nonclassroom-based charter school so that the designation excludes those schools that primarily provide instruction in person. Although all nonclassroom-based charter schools are mostly funded under independent study rules, many of

them provide a substantial portion of instruction and other support services to students in person. These programs often have cost structures similar to that of more traditional classroom-based charter schools. Compared to the existing definition, a narrower definition would allow charter schools funded primarily on independent study to be excluded from the funding determination process if they can demonstrate they have a significant portion of their instruction provided in person.

To implement this recommendation, we recommend the Legislature develop a specific definition based on the proportion of instruction provided in person and require a school's percentage to be included in the annual audit process. Although the Legislature could consider a variety of definitions, we think a reasonable starting point is to designate a school as nonclassroom-based if less than half of its instruction occurs in person. (Compared with less than 80 percent under current law.) We also recommend that the narrower threshold of nonclassroom-based be used when determining whether ADA is classroom-based or nonclassroom-based. The Legislature could create an even narrower definition if it wanted to focus the funding determination on those that are primarily virtual programs. Charter schools no longer classified as nonclassroom-based would become eligible for other state programs, such as the Charter School Facility Grant Program and the Expanded Learning Opportunities Program.

Make the Definition of a Virtual Charter School Subject to the Annual Audit. We recommend the Legislature define a virtual charter school in statute, require each charter school to report whether or not they meet this definition, and make the designation subject to the annual audit process. Having a specific definition would help the state better track changes in virtual programs over time and make it easier to set specific requirements for these programs in the future. The state currently collects self-reported data related to virtual programs, but does not verify the results. Existing state regulations also include a definition of a virtual charter school (where at least 80 percent of instruction occurs online), but this definition has no current practical use and also is not verified by an external entity. We recommend the Legislature use this latter definition as a starting point, though it could modify the threshold.

Establish a Definition of a Virtual Charter Network in Statute. To better monitor issues related to networks of charter schools operating as one school system, we recommend adding a specific definition in statute and requiring the definition be verified in annual audits. We recommend this definition focus on networks of virtual charter schools that provide instruction

to students from across the state in virtual courses taught by one instructor, regardless of the student's location.

Funding Determination Process

Require Additional Review of Data Submitted to CDE. To assist CDE in efficiently reviewing and processing funding determination forms, we recommend requiring additional verification of information submitted to CDE. Specifically, we recommend requiring data submitted by charter schools be consistent with their annual audits. If the information in the funding determination form is not consistent with the information reported in their annual audit, charter schools would be required to provide clarification and backup documents along with their form. We further recommend that charter school funding determinations be submitted concurrently to the charter school's authorizer, and that the authorizer be required to review the request and notify CDE of any concerns, such as discrepancies with data.

Require Authorizers to Separately Track Data for All Their Nonclassroom-Based Charter Schools. Given CDE's concerns with obtaining expenditure data for some dependent, locally funded charter schools, we recommend authorizers be required to separately track expenditure and staffing data for each of their nonclassroom-based charter schools included in their annual audits. This would make it easier for CDE to verify the information submitted in the funding determination form for these schools. (Authorizers have several options for tracking these expenditures separately. For example, they can track revenues and expenditures using a separate fund for their nonclassroom-based charter school.)

Use Multiple Years of Data for Funding Determinations. We recommend the funding determination take into consideration a school's aggregate spending for all years since the previous funding determination. This would ensure school expenditures are aligned with the funding determination thresholds consistently over time. (Not just in the year prior to the funding determination.) We recommend schools continue to submit forms to CDE in the intervening years.

CDE could review them on an interim basis and could notify schools that are at risk of not meeting the spending thresholds. In cases where a school is significantly below the thresholds, CDE could revisit a school's funding determination in one of the intervening years.

Require Networks Operating as One School System to Apply Concurrently. For any networks that effectively operate as one school system, we recommend requiring they submit their funding determination forms in the same year. This would allow for a more comprehensive view of program expenditures.

Align Funding Determination With Charter Renewals, Codify Rules in Statute. We recommend maintaining the current requirement that new nonclassroom-based charter schools receive funding determinations for two fiscal years. Moving forward, we recommend the length of funding determinations be aligned with the time line for a charter school's renewal. Aligning the time line to a charter renewal would likely result in longer funding determinations, reducing the administrative burden for schools and CDE. (Under our recommended approach, CDE would still have the authority to flag schools in the intervening years based on interim reporting.) To ensure consistency and transparency, we also recommend codifying in statute the rules regarding the length of a funding determination. (Even if the Legislature does not take our approach for setting the length of determination, we recommend the rules be set in statute.)

Use an Existing Calculation for Measuring Spending on Certificated Staff. To create consistency and make it easier for CDE to verify, we recommend the Legislature take a different approach for measuring spending of certificated staff. Specifically, we recommend nonclassroom-based charter schools be required to meet the 40 percent spending threshold using the "current expense of education" calculations and to have those calculations included in their annual audit. Under current law, school districts must report their current expense of education annually using a methodology specified by CDE, and are expected to spend a certain percentage on salaries and benefits of classroom teachers

and instructional aides. (The requirements range from 50 percent for high school districts to 60 percent for elementary school districts.) These calculations must be included in a district's annual audit. Using this approach for nonclassroom-based charter schools would use an existing calculation that has a clear methodology and is already included in audits for school districts. (Given the variety of instructional models that nonclassroom-based programs use, we recommend keeping the threshold at 40 percent, rather than the higher thresholds for school districts.)

Build in Automatic Adjustments for One-Time Funds and Facilities. We recommend modifying the funding determination form to automatically exclude from the instruction and related services threshold any unspent revenues from one-time funds appropriated in that year. (Schools would include these revenues and expenditures in the years when funding is spent.) This would ensure that schools are not penalized for spending one-time funds over multiple years, consistent with typical state requirements. We also recommend schools be allowed to count any expenditures for facilities that are primarily used to provide in-person instruction as instruction related, if they can provide backup information that confirms their costs. These changes would minimize the need for mitigating circumstances from schools related to these issues.

Modify Approach to Reserves. We recommend the Legislature make several changes to the way reserves are currently addressed in the funding determination process. First, we recommend schools be required to report their reserves consistent with state accounting categories (assigned, unassigned, restricted, committed, and nonspendable). Next, for the purposes of funding determination, we recommend schools be allowed to exclude from their revenue any net increase to their reserve for economic uncertainties, as long as the school has an unassigned fund balance that represents less than 10 percent of their annual expenditures. We also recommend modifying the threshold at which schools must explain their excess reserves. Specifically, we recommend schools be required to explain their reserves if they have an unassigned fund balance that is

greater than 10 percent of reserves (as opposed to a 5 percent threshold under current rules). For schools whose unassigned balances are less than 5 percent of expenditures, we recommend CDE notify the authorizer to verify that the school has sufficient reserves to address economic uncertainties.

Require Student-to-Teacher Ratio Be Included in Audits. We recommend

nonclassroom-based charter schools have their student-to-teacher ratios verified through the annual audit process. This would make it easier for CDE to confirm whether schools met this requirement. We also recommend each COE be required to annually publish the highest student-to-teacher ratio of school districts in the county and share this information with nonclassroom-based charter schools.

ANALYSIS OF OTHER CHARTER SCHOOL OVERSIGHT ISSUES

As we discussed above, the funding determination process is not an effective approach for ensuring that charter schools are complying with state laws and preventing issues of fraud and misappropriation of funds. The process relies on other aspects of the system to be working effectively. In this section, we describe areas outside of the funding determination process that are key issues for oversight of charter schools, then provide several recommendations for the Legislature to consider. These issues generally apply to oversight of all charter schools. In a few cases, however, we highlight specific issues related to nonclassroom-based charter schools and virtual charter schools.

ASSESSMENT

Authorizer Oversight

Oversight From Authorizers Can Be Lacking.

In several high-profile cases where charter schools broke the law, their authorizers missed many key signs of illegal activity that were later identified by other agencies. For example, in the case of the A3 charter school network, the authorizer signed off on fraudulent attendance records. In another case related to a classroom-based program, the authorizer did not catch key issues related to misappropriation of funds, in part because the authorizer did not regularly communicate with the charter school or attend meetings of the charter school governing board. These issues were also often missed by COEs that are required to sign off on attendance reporting.

Oversight Fee May Not Be Sufficient for Quality Oversight. In our conversations with various individuals with expertise in these issues, many indicated the amount that authorizers can charge for oversight may not be sufficient for a district to develop the capacity to oversee its charter schools. This is particularly the case when the district only authorizes one charter school, or when the school district is relatively small and doesn't already have administrative capacity.

State Has Few Requirements of Authorizers.

Aside from a few narrow activities specified in law (such as visiting the school annually and ensuring required reports are completed), the state has few requirements of authorizers. Furthermore, state law does not require authorizers to have any level of expertise or capacity related to a charter school's instructional model. For example, a school district can authorize a charter school that serves grade levels that the school district does not serve—such as an elementary school district authorizing a charter school serving students from kindergarten to 12th grade. (A charter school would need to serve students in at least some of the grades served by the district.) Furthermore, there are few consequences to authorizers for lack of oversight. However, the consequences to the state and the rest of the public school system can amount to hundreds of millions of dollars for inappropriate attendance, fraudulent activity, or misappropriation of public funds.

Many Nonclassroom-Based Charter Schools Are Authorized by Relatively Small School Districts. Issues of authorizer oversight may be especially challenging for nonclassroom-based charter schools, as they are more commonly authorized by small school districts. Based on 2022-23 data, we identified 14 small school districts that were authorizing about one-third of the state's nonclassroom-based attendance. Specifically, each of these 14 school districts authorized nonclassroom-based charter school attendance that was more than ten times the size of the district's attendance. (See **Figure 6**.) These school districts all had attendance of less than 1,000. Overall, school district authorizers whose nonclassroom-based charter school attendance exceeds the district's attendance oversee roughly half of the nonclassroom-based charter school attendance statewide. (With one exception, all of these school districts have attendance of less than 2,500.) Given small school districts generally have less administrative staffing, these authorizers may not have the capacity or expertise to provide quality oversight. The amount of funding they receive in oversight fees can also represent a substantial increase in funding, which may reduce the incentive to carefully monitor a charter school's attendance or other financial reporting. Our understanding is that some small school districts often rely on support from their COE to oversee their charter schools. This support, however, is not required by law.

State's Approach to Authorization Makes Overseeing Charter School Networks More Challenging. With limited exceptions, charter schools cannot serve students on a statewide basis with one authorized charter school. Instead, they must establish legally separate schools in counties across the state, with separate authorizers for each school. In practice, however, these schools can functionally operate as one school system. (This is more likely with fully virtual schools.) Families may enroll through the same online portal. Teachers may regularly teach virtual courses that include students from all over the state, and the experience for students can be consistent, regardless of their county of residence. Under the state's approach, each authorizer is technically only responsible for the students enrolled in their geographic area, even though this distinction does not necessarily occur in practice. This creates a fragmented authorizing approach that does not assign responsibility for the entire network's expenditures and practices to any one specific authorizer.

Relationship Between Authorizing School Districts and Charter Schools Can Be Contentious. In addition to issues of capacity, oversight can also be affected by the relationship between charter schools and their authorizing school district. For example, a school district may be concerned that the charter school will enroll some of the district's existing students. School districts and charter schools also commonly have specific disagreements around a variety of issues,

such as the use of district facilities and how certain special education students should be served. These conflicts can affect the quality of oversight and may mean that the district is not interested in helping the charter school be more successful.

Relationship With COEs Can Be More Collaborative. Several charter school administrators with experience working with COEs and district authorizers indicated to us that COEs can often be more supportive authorizers than school districts. COEs typically do

Figure 6

Several Small School Districts Authorize Large Share of NCB Charter School ADA

2023-24

Combined NCB ADA Relative to Authorizing District	Number of Districts	Total NCB ADA	Share of NCB ADA
More than ten times the district's ADA	14	70,038	37%
Between one and ten times the district's ADA	24	33,913	18
Less than the district's ADA	113	83,990	45
Totals	151	187,941	100%

Note: Excludes NCB charter schools authorized by the State Board of Education and county offices of education.

NCB = nonclassroom-based and ADA = average daily attendance.

not operate programs that compete for the same students as the charter school. In addition, COEs have more familiarity with serving in an oversight role given their role in monitoring school district fiscal issues and providing support to school districts with low-performing student groups. School districts, on the other hand, usually do not serve in this same type of oversight role.

Audit Requirements

Audits Did Not Follow Standard Audit Sampling Procedures. The audit guide includes standards regarding sample sizes when testing for compliance. In some recent cases of fraud, it was discovered that the licensed auditors approved by the State Controller's Office did not follow standard auditing procedures common in the profession around sampling of transactions and records. In the known cases, the auditor had the charter school's personnel make the selection of records for review.

Existing Audits Do Not Review or Report Enrollment and Attendance Records in Depth. This lack of depth is particularly challenging for auditing charter schools funded based on independent study rules. In these cases, charter schools have flexibility in how they generate attendance funding, which can make auditing these records complex. This lack of depth also makes it more challenging to review records for charter schools that operate multitrack calendars. (Under a multitrack calendar, students are split into "tracks" and schedules are staggered so students are out of session at different times.)

Auditors Generally Lack Authoritative Training and Knowledge of Nonclassroom-Based Charter School Operations. Under current law, school districts, COEs, and charter schools may select a certified public accountant or a public accountant licensed by the state from a directory of auditors deemed by the State Controller to be qualified to conduct their audits. To be included in the directory, an auditor simply needs to be currently licensed and make a request to be added. There is no vetting as to the qualifications of auditors specific to school finances. While licensure requires certain levels of continuing education, such training is not specific to audits

of education agencies. In particular, this training is unlikely to address issues related to charter schools that generate attendance through independent study and have hybrid classroom-based and nonclassroom-based instruction.

Audit Guide Does Not Establish Materiality Levels for Charter Schools. Materiality levels set thresholds that auditors use to determine whether any inconsistencies in records should constitute an audit finding and lack of compliance with the law. The existing audit guide establishes materiality levels for reviewing the ADA of school district independent study and continuing education, but not for compliance testing of charter schools.

Transparency and Conflict of Interest

Concerns About Transparency in Charter School Operations. In our conversations with various individuals involved in state education issues, many expressed concerns with a lack of transparency about some charter school operations. This lack of transparency fosters distrust and contributes to the tension between school districts and charter schools. In particular, individuals often expressed concerns about third-party organizations that can have significant control over the charter school's operations and could stand to benefit financially. Charter schools rely on a variety of third-party entities for a variety of activities, such as financial and accounting support, learning management software, and enrichment activities for students. In some cases, such as with some virtual schools, a significant portion of the school's revenues go directly to cover contracts for one third-party vendor. Individuals associated with these third parties could also be members of the charter school's governing board. We also heard concerns about charter school administrators and founders benefiting financially through third-party entities. For example, the charter school could be contracting for services from a company owned by an administrator or founder of the charter school. Although these types of contracts are not necessarily illegal or a poor use of funding, the conflicts of interest prevalent in these situations can raise questions about whether funds are being used properly for the benefit of students.

RECOMMENDATIONS

In this section, we describe changes the Legislature could consider to address broader oversight issues for charter schools.

Authorizer Oversight

Increase Minimum Requirements for Authorizers. We recommend the Legislature require authorizers to conduct certain activities to review and monitor their charter schools. For example, the Legislature could require authorizers to conduct regular reviews throughout the school year of expenditures, enrollment, and attendance data. It could also require that the authorizer investigate and notify its COE of any significant changes in enrollment or attendance, or discrepancies between enrollment and attendance. We also recommend authorizers be required to attend regular trainings on these topics. Authorizers could confirm their compliance using regular reports they file as part of the typical budget adoption and interim reporting. If authorizers do not comply with the requirements, the state could require that authorization be shifted to the COE (or, if the COE is the current authorizer, a neighboring COE).

Set Limits on District Authorizers Based on District Size and Grade. We recommend setting a cap on the nonclassroom-based charter school attendance that a school district can authorize by using the ratio of total nonclassroom-based charter school attendance to the authorizing district's attendance. For example, the Legislature could specify that the total nonclassroom-based charter school attendance of a district authorizer cannot exceed the school district's attendance. (The Legislature could choose to set a different threshold. The Legislature may also need to make exceptions for rural counties that have few, if any, large school districts.) In cases where a school district exceeds its cap, authorization and oversight could be transferred to the COE or a neighboring COE.

Allow Higher Spending for Authorizing. We recommend allowing authorizers to charge actual costs up to 3 percent for authorizing and oversight activities, as long as they are meeting new requirements. Failure to adequately oversee

a charter school, however, should result in the authorizer remitting the oversight fee collected to the COE or state.

Consider Alternative Authorizing Structure for Virtual Schools. Given recent issues that have arisen with virtual charter schools, the Legislature could consider establishing a specific authorizing structure for these programs. For example, the Legislature could establish a separate authorizing agency for all virtual charter schools. Assigning oversight responsibilities to one agency would improve the expertise and quality of oversight provided to virtual charter schools and virtual charter school networks. This approach, however, is at odds with recent state changes to eliminate statewide benefit charter schools. Another option would be to continue to have school districts authorize these schools, but require that they conduct their oversight with a newly established agency that has expertise related to virtual programs.

Audit Requirements

Enhance the Audit Process for Charter Schools. We recommend the Legislature make several changes to improve the audit process for charter schools. These changes would reduce the likelihood that issues of fraud or misappropriation of funds would occur and would bring issues to the attention of other agencies more quickly.

- ***Ensure Conformity of Audit Process to That of School Districts.*** Explicitly require all charter schools to be subject to the same audit process as school districts. This should include the timing of auditor selection, disclosure of an auditor's termination or replacement, the granting of extensions for charter school audits, and other matters of parity to school districts.
- ***Ensure the Audit Guide Addresses Compliance Sampling.*** Direct that the audit guide be specific as to sampling techniques and that the selection of samples be performed personally by the auditor.
- ***Develop Materiality Levels for Charter Schools.*** Explicitly require that the audit guide include ADA materiality levels for compliance testing at charter schools.

- **Require Supplemental Schedules of Enrollment and ADA by Track.** Direct that the audit guide require supplemental information and schedules be included in an audit of a charter school, such as a schedule of student enrollment and attendance that includes student enrollment and attendance by month and track (if applicable). This should include reconciliation of enrollment/attendance changes from the beginning of the year to the end of the year, including detail on additions, subtractions, and transfers. In addition, this information should be separated by category of attendance (classroom-based, nonclassroom-based, summer schedule, enrichment, and other).
- **Require Disclosure of Changes Related to Enrollment and ADA.** Direct that the audit guide require auditors specifically disclose in the audit of a charter school, and separately to CDE, any instance where either or both enrollment and attendance increases or decreases by more than 5 percent during any month as compared to the prior month.

Improve the Quality of Audits Through Specific Auditor Training. To improve auditors' knowledge of issues related to K-12 education, we recommend the Legislature require certified public accountants or public accountants licensed in California to complete additional training to remain on the State Controller's directory of qualified auditors. The Legislature could consider requiring an additional 24 hours of training every two years in topics specific to financial reporting and compliance testing related to schools, charter schools, and nonclassroom-based charter schools.

Transparency and Conflict of Interest

Require Charter School Audits to Publicly Disclose Similar Information Collected on Funding Determination Form. Including this information in the audit would provide greater awareness to authorizers and the public. Specifically, we recommend requiring charter school audits include the following supplemental information:

- A schedule of payments or transfers of (1) the largest 25 payments or transfers of assets to organizations, determined by value accumulated over the fiscal year, including to individuals, corporations, partnerships, nonprofit organizations, and other organizations, but excluding governmental entities; and (2) all payments and transfers of assets of \$50,000 or more to organizations, determined by value accumulated over the fiscal year, including to individuals, corporations, partnerships, nonprofit organizations, and other organizations, but excluding governmental entities.
- For nonclassroom-based charter schools, include a schedule denoting the computation of the 40 percent threshold for certificated staff, 80 percent threshold for instruction and related services, and student-to-teacher ratio as required in the funding determination. (These components would need to be modified if the Legislature enacted changes to the funding determination process.)
- Composition of the charter school's governing board.

Require Disclosure of Related Organizations. We recommend the audit guide include a procedure to determine if the charter school has a relationship with a related entity, such as an entity managing a charter school or a similar third party with financial, economic, or controlling membership interest. If such a relationship exists, the auditor should evaluate the level of the relationship to determine if it is material. For material relationships, the audit guide should ensure compliance of the related party to disclosure rules of the Financial Accounting Standards Board Accounting Standards Codification and other generally accepted accounting principles. The audit guide should also ensure the charter school complies with constraints regarding when financial statement consolidation is required, permitted, and prohibited.

CONCLUSION

Issues related to nonclassroom-based charter schools will be increasingly important over the next few years, particularly as the state approaches the end of the current moratorium on new schools. This report provides several recommendations the Legislature can adopt to improve the funding determination process for nonclassroom-based charter schools. These changes would improve the quality of data submitted to CDE, streamline a few aspects of the process, and narrow the process to schools with cost structures that make profiteering more likely. Changes to the funding

determination process, however, likely will not address broader charter school oversight issues that have resulted in cases of fraud and misuse of public funds. To address these broader issues, the Legislature will want to consider changes related to the state's system of oversight for charter schools. We intend for the recommendations related to authorizer oversight, audit requirements, and transparency and conflict of interest to assist the Legislature in identifying key issues that should be addressed prior to the end of the moratorium on nonclassroom-based charter schools.

PUBLICATIONS

This report was a joint project of the Legislative Analyst's Office (LAO) and the Fiscal Crisis and Management Assistance Team (FCMAT). The report was prepared by Michael Alferes (LAO) and reviewed by Edgar Cabral (LAO), Michael H. Fine (FCMAT), and Michelle Giacomini (FCMAT).

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Western Sierra Charter Schools 2024-2025 Calendar

AUGUST 2024

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

8/12-8/14 Teacher Work Day

8/15 First Day of School/
Semester 1 Begins

FEBRUARY 2025

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

2/17-2/21 Presidents' Week Break

2/21 Attendance 7
Due February 21

SEPTEMBER 2024

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

9/2 Labor Day

9/6 Attendance 1
Due September 6

MARCH 2025

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

3/21 Attendance 8
Due March 21

3/21 P 2

OCTOBER 2024

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

10/4 Attendance 2
Due October 4

10/14-10/18 October Break

APRIL 2025

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

4/18 Attendance 9
Due April 18

4/14 - 4/21 Spring Break

NOVEMBER 2024

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

11/1 Attendance 3
Due November 1

11/11 Veterans Day

11/25-11/29 Thanksgiving Break

11/29 Attendance 4
Due November 29

MAY 2025

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

5/16 Attendance 10
Due May 16

5/26 Memorial Day

DECEMBER 2024

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

12/20 Semester 1 Ends

12/23 - 1/10 Winter Break

12/27 Attendance 5
Due December 27

12/27 P 1

JUNE 2025

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

6/11 Last Day of School/
Semester 2 Ends

6/11 Attendance 11
Due June 11

6/12 Teacher Work Day

JANUARY 2025

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

1/13 Semester 2 Begins

1/20 MLK Day

1/24 Attendance 6
Due January 24

Mountain Home & Glacier

41267 Hwy 41
Oakhurst, CA 93644
559-642-1422

Endeavor

777 W. Shaw Ave.
Fresno, CA 93704
559-248-0471

- Beginning/End of Semester
- Teacher Work Day
- Holiday/Vacation
- Attendance Due
- Instructional Day-175 days

Western Sierra Charter Schools 2024-2025 Calendar