



**CABRILLO POINT ACADEMY**

13915 Danielson St., #200, Poway, California 92064  
Phone (619) 404-3190 \* Fax (619) 749-1792

**Regularly Scheduled Board Meeting  
Cabrillo Point Academy  
3152 Red Hill Ave. #150  
Costa Mesa, CA 92626  
December 9, 2021 – 4:00pm**

**Through Teleconference**

**Join Zoom Meeting**

**<https://charter-academy.zoom.us/j/89068899646>**

**Meeting ID: 890 6889 9646**

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1 720 707 2699 US (Denver)**

**Find your local number:**

**<https://charter-academy.zoom.us/j/kdTYd2n9o4>**

**AGENDA**

1. Call to Order
2. Approval of the Agenda
3. Public Comments
4. Closed Session – Conference with Legal Counsel – Anticipated Litigation (Three Cases) § 54956.9
5. Discussion and Potential Action on the 2021-2022 1<sup>st</sup> Interim Report
6. Discussion and Potential Action on the Resolution Requiring Board Approval for Interfund Transfers or Loans
7. Discussion and Potential Action on the 2021-2022 Educator Effectiveness Grant Plan
8. Discussion and Potential Action on the American Rescue Plan Act of 2021 Homeless Children and Youth Assurances
9. Discussion and Potential Action on the Memorandum of Understanding with RCOE for Special Education
10. Discussion and Potential Action on the Resolution for Approving Student Awards

11. Senior Director's Report

12. Consent Agenda

The following items are considered by the Senior Director to be of a routine nature.

The last item in this section is a single vote to approve them en masse with one motion. Any recommendation may be removed at the request of any Board Member and placed on the regular agenda.

- a. November Regular Board Meeting Minutes
- b. 2021-2022 Compensation Policy
- c. 2021-2022 Employee Handbook
- d. Title IX Policy
- e. Harassment, Discrimination, Intimidation and Bullying Prevention Policy

13. Discussion and Potential Action on Resolution for Continuing School Board Authority to Hold Virtual Meetings Pursuant to AB 361

14. Discussion and Potential Action on Establishing a Board Committee to Evaluate Holding Virtual Meetings Pursuant to AB 361

15. Announcement of Next Regular Scheduled Board Meeting

16. Adjournment

Public comment rules: Members of the public may address the Board on agenda or non-agenda items either in person through the teleconference platform, zoom. Zoom does not require the members of the public to have an account or login. Any person on zoom wishing to speak please either utilize the chat option to communicate with the administrative team your desire to address the board or simply communicate orally your desire to address the board when the board asks for public comments. Speakers may be called in the order that requests are received. We ask that comments are limited to 2 minutes each so that as many people as possible may be heard. If a member of the public utilizes a translator to address the board, those individuals are allotted 4 minutes each. If the board utilizes simultaneous translation equipment in a manner that allows the board to hear the translated public testimony simultaneously, those individuals are allotted 2 minutes each. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to school staff or calendar the issue for future discussion.

Note: Cabrillo Point Academy Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Governing Board Office at (619) 749-1974 at least 48 hours before the scheduled board meeting so that we may make every reasonable effort to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).

**CHARTER SCHOOL  
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM  
First Interim Report - Detail**

Charter School Name: Cabrillo Point Academy  
(continued)  
CDS #: 37680490132506  
Charter Approving Entity: Dehesa Elementary  
County: San Diego  
Charter #: 1748  
Fiscal Year: 2021/22

This charter school uses the following basis of accounting:

- ☒ **Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)
- ☐ **Modified Accrual Basis** (Applicable Capital Outlay / Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 7438, 7439 and 9711-9789)

Description	Object Code	Adopted Budget - July 1			Actuals thru 10/31			1st Interim Budget		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
<b>A. REVENUES</b>										
1. LCFF Sources										
State Aid - Current Year	8011	42,069,658.00	-	42,069,658.00	11,482,014.00	-	11,482,014.00	36,434,407.00	-	36,434,407.00
Education Protection Account State Aid - Current Year	8012	921,200.00	-	921,200.00	225,087.00	-	225,087.00	799,680.00	-	799,680.00
State Aid - Prior Years	8019		-	-	6,619.00	-	6,619.00	6,619.00	-	6,619.00
Transfers to Charter Schools in Lieu of Property Taxes	8096	1,011,646.00	-	1,011,646.00		-	-		-	-
Other LCFF Transfers	8091, 8097	-	-	-		-	-	878,195.00	-	878,195.00
Total, LCFFSources		44,002,504.00	-	44,002,504.00	11,713,720.00	-	11,713,720.00	38,118,901.00	-	38,118,901.00
2. Federal Revenues										
Every Student Succeeds Act (Title I - V)	8290	-	540,764.00	540,764.00		121,981.00	121,981.00		428,988.00	428,988.00
Special Education - Federal	8181, 8182	-	558,478.00	558,478.00	-	-	-		484,806.00	484,806.00
Child Nutrition - Federal	8220	-	-	-	-	-	-	-	-	-
Donated Food Commodities	8221	-	-	-	-	-	-	-	-	-
Other Federal Revenues	8110, 8260-8299	-	-	-		1,029,514.00	1,029,514.00		1,116,835.00	1,116,835.00
Total, Federal Revenues		-	1,099,242.00	1,099,242.00	-	1,151,495.00	1,151,495.00	-	2,030,629.00	2,030,629.00
3. Other State Revenues										
Special Education - State	StateRevSE		2,653,885.00	2,653,885.00		869,574.00	869,574.00		2,303,798.00	2,303,798.00
All Other State Revenues	StateRevAO	866,436.66	567,642.40	1,434,079.06	(16,262.00)	(10,835.00)	(27,097.00)	749,555.00	531,248.00	1,280,803.00
Total, Other State Revenues		866,436.66	3,221,527.40	4,087,964.06	(16,262.00)	858,739.00	842,477.00	749,555.00	2,835,046.00	3,584,601.00
4. Other Local Revenues										
All Other Local Revenues	LocalRevAO	-	-	-	6,487.00	-	6,487.00	6,487.00	-	6,487.00
Total, Local Revenues		-	-	-	6,487.00	-	6,487.00	6,487.00	-	6,487.00
5. TOTAL REVENUES		44,868,940.66	4,320,769.40	49,189,710.06	11,703,945.00	2,010,234.00	13,714,179.00	38,874,943.00	4,865,675.00	43,740,618.00
<b>B. EXPENDITURES</b>										
1. Certificated Salaries										
Certificated Teachers' Salaries	1100	12,473,146.38	2,314,289.62	14,787,436.00	3,796,957.00	704,207.00	4,501,164.00	11,376,596.00	2,456,647.00	13,833,243.00
Certificated Pupil Support Salaries	1200	202,038.08	734,670.92	936,709.00	253,842.00	83,051.00	336,893.00	138,914.00	713,661.00	852,575.00
Certificated Supervisors' and Administrators' Salaries	1300	1,110,299.92	399,912.08	1,510,212.00	467,555.00	90,626.00	558,181.00	1,116,181.00	517,000.00	1,633,181.00
Other Certificated Salaries	1900	-	466,550.00	466,550.00	72,519.00	165,438.00	237,957.00	76,914.00	483,130.00	560,044.00
Total, Certificated Salaries		13,785,484.38	3,915,422.62	17,700,907.00	4,590,873.00	1,043,322.00	5,634,195.00	12,708,605.00	4,170,438.00	16,879,043.00
2. Non-certificated Salaries										
Non-certificated Instructional Aides' Salaries	2100	-	311,609.00	311,609.00	94,714.00	40,625.00	135,339.00	108,665.00	157,523.00	266,188.00
Non-certificated Support Salaries	2200	1,785,686.04	41,758.96	1,827,445.00	272,748.00	16,457.00	289,205.00	1,063,034.00	96,387.00	1,159,421.00
Non-certificated Supervisors' and Administrators' Sal.	2300	615,450.00	-	615,450.00	209,741.00		209,741.00	582,708.00		582,708.00
Clerical and Office Salaries	2400	714,709.00	49,920.00	764,629.00	330,952.00		330,952.00	860,183.00	52,957.00	913,140.00
Other Non-certificated Salaries	2900	245,086.48	86,881.52	331,968.00	78,013.00	25,956.00	103,969.00	260,655.00	83,222.00	343,877.00
Total, Non-certificated Salaries		3,360,931.52	490,169.48	3,851,101.00	986,168.00	83,038.00	1,069,206.00	2,875,245.00	390,089.00	3,265,334.00
3. Employee Benefits										
STRS	3101-3102	2,208,470.30	627,250.70	2,835,721.00	733,938.00	172,480.00	906,418.00	2,038,505.00	668,105.00	2,706,610.00
PERS	3201-3202	-	-	-			-			-
OASDI / Medicare / Alternative	3301-3302	460,458.37	94,271.63	554,730.00	136,979.00	20,838.00	157,817.00	399,925.00	90,317.00	490,242.00
Health and Welfare Benefits	3401-3402	1,785,000.00	450,000.00	2,235,000.00	697,096.00		697,096.00	1,710,429.00	480,000.00	2,190,429.00
Unemployment Insurance	3501-3502	123,970.00	31,360.00	155,330.00	13,216.00	2,819.00	16,035.00	59,491.00	31,360.00	90,851.00
Workers' Compensation Insurance	3601-3602	154,723.67	39,650.33	194,374.00	64,551.00		64,551.00	144,577.00	41,045.00	185,622.00
OPEB, Allocated	3701-3702	-	-	-	-	-	-			-
OPEB, Active Employees	3751-3752	-	-	-	-	-	-			-
Other Employee Benefits	3901-3902	630,918.60	16,995.40	647,914.00	-	-	-	479,729.00	25,465.00	505,194.00
Total, Employee Benefits		5,363,540.93	1,259,528.07	6,623,069.00	1,645,780.00	196,137.00	1,841,917.00	4,832,656.00	1,336,292.00	6,168,948.00
4. Books and Supplies										
Approved Textbooks and Core Curricula Materials	4100	199,100.00	-	199,100.00	4,895.00	2,762.00	7,657.00	121,562.00	2,762.00	124,324.00
Books and Other Reference Materials	4200	-	-	-			-			-
Materials and Supplies	4300	6,285,512.72	420,299.28	6,705,812.00	1,799,737.00	91,522.00	1,891,259.00	4,362,728.00	471,467.00	4,834,195.00
Noncapitalized Equipment	4400	1,239,924.00	-	1,239,924.00	30,910.00	604,816.00	635,726.00	1,011,459.00	604,816.00	1,616,275.00
Food	4700		-	-	-	-	-			-
Total, Books and Supplies		7,724,536.72	420,299.28	8,144,836.00	1,835,542.00	699,100.00	2,534,642.00	5,495,749.00	1,079,045.00	6,574,794.00
5. Services and Other Operating Expenditures										
Subagreements for Services	5100	5,126,448.84	3,680,375.16	8,806,824.00	958,078.00	678,300.00	1,636,378.00	4,644,042.00	3,173,388.00	7,817,430.00
Travel and Conferences	5200	6,600.00	-	6,600.00	46,943.00	4,644.00	51,587.00	68,411.00	4,643.00	73,054.00
Dues and Memberships	5300	10,500.00	-	10,500.00	13,333.00		13,333.00	19,200.00		19,200.00
Insurance	5400	392,000.00	-	392,000.00	112,466.00		112,466.00	339,600.00		339,600.00
Operations and Housekeeping Services	5500	6,300.00	-	6,300.00	12,852.00		12,852.00	17,852.00		17,852.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	184,100.00	-	184,100.00	32,200.00		32,200.00	153,534.00		153,534.00
Transfers of Direct Costs	5700-5799	5,535,263.21	(5,535,263.21)	-	868,640.00	(868,640.00)	-	5,398,050.00	(5,398,050.00)	-
Professional/Consulting Services and Operating Expend.	5800	2,308,291.00	90,238.00	2,398,529.00	501,922.00	64,507.00	566,429.00	1,665,086.00	105,588.00	1,770,674.00
Communications	5900	46,500.00	-	46,500.00	8,772.00	4,242.00	13,014.00	35,305.00	4,242.00	39,547.00
Total, Services and Other Operating Expenditures		13,616,003.05	(1,764,650.05)	11,851,353.00	2,555,206.00	(116,947.00)	2,438,259.00	12,341,080.00	(2,110,189.00)	10,230,891.00

**CHARTER SCHOOL  
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM  
First Interim Report - Detail**

Charter School Name: Cabrillo Point Academy  
(continued) \_\_\_\_\_  
CDS #: 37680490132506  
Charter Approving Entity: Dehesa Elementary  
County: San Diego  
Charter #: 1748  
Fiscal Year: 2021/22

This charter school uses the following basis of accounting:

- ☒ **Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)
- ☐ **Modified Accrual Basis** (Applicable Capital Outlay / Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 7438, 7439 and 9711-9789)

Description	Object Code	Adopted Budget - July 1			Actuals thru 10/31			1st Interim Budget		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
<b>6. Capital Outlay</b> (Objects 6100-6170, 6200-6500 for modified accrual basis only)										
Land and Land Improvements	6100-6170	-	-	-	-	-	-	-	-	-
Buildings and Improvements of Buildings	6200	-	-	-	-	-	-	-	-	-
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	-	-	-	-	-	-	-	-	-
Equipment	6400	-	-	-	-	-	-	-	-	-
Equipment Replacement	6500	-	-	-	-	-	-	-	-	-
Depreciation Expense (for accrual basis only)	6900	2,900.00	0.00	2,900.00	2,619.00	-	2,619.00	7,857.00	-	7,857.00
Total, Capital Outlay		2,900.00	-	2,900.00	2,619.00	-	2,619.00	7,857.00	-	7,857.00
<b>7. Other Outgo</b>										
Tuition to Other Schools	7110-7143	-	-	-	-	-	-	-	-	-
Transfers of Pass-through Revenues to Other LEAs	7211-7213	-	-	-	-	-	-	-	-	-
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	-	-	-	-	-	-	-	-	-
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	-	-	-	-	-	-	-	-	-
All Other Transfers	7281-7299	-	-	-	-	-	-	-	-	-
Transfers of Indirect Costs	7300-7399	-	-	-	-	-	-	-	-	-
Debt Service:										
Interest	7438		-	-		-	-		-	-
Principal (for modified accrual basis only)	7439		-	-	-	-	-	-	-	-
Total, Other Outgo		-	-	-	-	-	-	-	-	-
<b>8. TOTAL EXPENDITURES</b>		43,853,396.60	4,320,769.40	48,174,166.00	11,616,188.00	1,904,650.00	13,520,838.00	38,261,192.00	4,865,675.00	43,126,867.00
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		1,015,544.06	0.00	1,015,544.06	87,757.00	105,584.00	193,341.00	613,751.00	-	613,751.00
<b>D. OTHER FINANCING SOURCES / USES</b>										
1. Other Sources	8930-8979	-	-	-	-	-	-	-	-	-
2. Less: Other Uses	7630-7699	-	-	-	-	-	-	-	-	-
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999			-	-	-	-	-	-	-
4. TOTAL OTHER FINANCING SOURCES / USES		-	-	-	-	-	-	-	-	-
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>		1,015,544.06	0.00	1,015,544.06	87,757.00	105,584.00	193,341.00	613,751.00	-	613,751.00
<b>F. FUND BALANCE, RESERVES</b>										
1. Beginning Fund Balance										
a. As of July 1	9791	10,714,536.75	-	10,714,536.75	7,039,152.75	-	7,039,152.75	7,039,152.75	-	7,039,152.75
b. Adjustments to Beginning Balance	9793, 9795	-	-	-	544,325.31	-	544,325.31	544,325.31	-	544,325.31
c. Adjusted Beginning Balance		10,714,536.75	-	10,714,536.75	7,583,478.06	-	7,583,478.06	7,583,478.06	-	7,583,478.06
2. Ending Fund Balance, June 30 (E + F.1.c.)		11,730,080.81	0.00	11,730,080.81	7,671,235.06	105,584.00	7,776,819.06	8,197,229.06	-	8,197,229.06
Components of Ending Fund Balance :										
a. Nonspendable										
Revolving Cash (equals object 9130)	9711	-	-	-	-	-	-			-
Stores (equals object 9320)	9712	-	-	-	-	-	-			-
Prepaid Expenditures (equals object 9330)	9713	-	-	-	-	-	-			-
All Others	9719	-	-	-	-	-	-			-
b. Restricted	9740		-	-		-	-			-
c. Committed										
Stabilization Arrangements	9750	-	-	-	-	-	-			-
Other Commitments	9760	-	-	-	-	-	-			-
d. Assigned										
Other Assignments	9780	-	-	-	-	-	-			-
e. Unassigned/Unappropriated										
Reserve for Economic Uncertainties	9789	1,445,224.98	-	1,445,224.98	1,293,806.01	-	1,293,806.01	1,293,806.01	-	1,293,806.01
Unassigned/Unappropriated Amount	9790	10,284,855.83	0.00	10,284,855.83	6,377,429.05	105,584.00	6,483,013.05	6,903,423.05	-	6,903,423.05



**CHARTER SCHOOL**  
**INTERIM FINANCIAL REPORT - ALTERNATIVE FORM**  
**First Interim Report - Summary**

Charter School Name: Cabrillo Point Academy  
(continued) \_\_\_\_\_  
CDS #: 37680490132506  
Charter Approving Entity: Dehesa Elementary  
County: San Diego  
Charter #: 1748  
Fiscal Year: 2021/22

					1st Interim vs. Adopted Budget Increase, (Decrease)	
Description	Object Code	7/1 Adopted Budget (X)	Actuals thru 10/31 (Y)	1st Interim Budget (Z)	\$ Difference (Z) vs. (X)	% Change (Z) vs. (X)
<b>A. REVENUES</b>						
1. LCFF/Revenue Limit Sources						
State Aid - Current Year	8011	42,069,658.00	11,482,014.00	36,434,407.00	(5,635,251.00)	-13.40%
Education Protection Account State Aid - Current Year	8012	921,200.00	225,087.00	799,680.00	(121,520.00)	-13.19%
State Aid - Prior Years	8019	-	6,619.00	6,619.00	6,619.00	New
Transfers to Charter Schools Funding in Lieu of Property Taxes	8096	1,011,646.00	-	-	(1,011,646.00)	(100%)
Other LCFF Transfers	8091, 8097	-	-	878,195.00	878,195.00	New
Total, LCFF Sources		44,002,504.00	11,713,720.00	38,118,901.00	(5,883,603.00)	-13.37%
2. Federal Revenues						
Every Student Succeeds Act (Title I-V)	8290	540,764.00	121,981.00	428,988.00	(111,776.00)	-20.67%
Special Education - Federal	8181, 8182	558,478.00	-	484,806.00	(73,672.00)	-13.19%
Child Nutrition - Federal	8220	-	-	-	-	
Donated Food Commodities	8221	-	-	-	-	
Other Federal Revenues	8110, 8260-8299	-	1,029,514.00	1,116,835.00	1,116,835.00	New
Total, Federal Revenues		1,099,242.00	1,151,495.00	2,030,629.00	931,387.00	84.73%
3. Other State Revenues						
Special Education - State	StateRevSE	2,653,885.00	869,574.00	2,303,798.00	(350,087.00)	-13.19%
All Other State Revenues	StateRevAO	1,434,079.06	(27,097.00)	1,280,803.00	(153,276.06)	-10.69%
Total, Other State Revenues		4,087,964.06	842,477.00	3,584,601.00	(503,363.06)	-12.31%
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	-	6,487.00	6,487.00	6,487.00	New
Total, Local Revenues		-	6,487.00	6,487.00	6,487.00	New
5. TOTAL REVENUES		49,189,710.06	13,714,179.00	43,740,618.00	(5,449,092.06)	-11.08%
<b>B. EXPENDITURES</b>						
1. Certificated Salaries						
Certificated Teachers' Salaries	1100	14,787,436.00	4,501,164.00	13,833,243.00	(954,193.00)	-6.45%
Certificated Pupil Support Salaries	1200	936,709.00	336,893.00	852,575.00	(84,134.00)	-8.98%
Certificated Supervisors' and Administrators' Salaries	1300	1,510,212.00	558,181.00	1,633,181.00	122,969.00	8.14%
Other Certificated Salaries	1900	466,550.00	237,957.00	560,044.00	93,494.00	20.04%
Total, Certificated Salaries		17,700,907.00	5,634,195.00	16,879,043.00	(821,864.00)	-4.64%
2. Non-certificated Salaries						
Non-certificated Instructional Aides' Salaries	2100	311,609.00	135,339.00	266,188.00	(45,421.00)	-14.58%
Non-certificated Support Salaries	2200	1,827,445.00	289,205.00	1,159,421.00	(668,024.00)	-36.56%
Non-certificated Supervisors' and Administrators' Sal.	2300	615,450.00	209,741.00	582,708.00	(32,742.00)	-5.32%
Clerical and Office Salaries	2400	764,629.00	330,952.00	913,140.00	148,511.00	19.42%
Other Non-certificated Salaries	2900	331,968.00	103,969.00	343,877.00	11,909.00	3.59%
Total, Non-certificated Salaries		3,851,101.00	1,069,206.00	3,265,334.00	(585,767.00)	-15.21%
3. Employee Benefits						
STRS	3101-3102	2,835,721.00	906,418.00	2,706,610.00	(129,111.00)	-4.55%
PERS	3201-3202	-	-	-	-	
OASDI / Medicare / Alternative	3301-3302	554,730.00	157,817.00	490,242.00	(64,488.00)	-11.63%
Health and Welfare Benefits	3401-3402	2,235,000.00	697,096.00	2,190,429.00	(44,571.00)	-1.99%
Unemployment Insurance	3501-3502	155,330.00	16,035.00	90,851.00	(64,479.00)	-41.51%
Workers' Compensation Insurance	3601-3602	194,374.00	64,551.00	185,622.00	(8,752.00)	-4.50%
OPEB, Allocated	3701-3702	-	-	-	-	
OPEB, Active Employees	3751-3752	-	-	-	-	
Other Employee Benefits	3901-3902	647,914.00	-	505,194.00	(142,720.00)	-22.03%
Total, Employee Benefits		6,623,069.00	1,841,917.00	6,168,948.00	(454,121.00)	-6.86%

**CHARTER SCHOOL  
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM  
First Interim Report - Summary**

Charter School Name: Cabrillo Point Academy  
(continued)  
CDS #: 37680490132506  
Charter Approving Entity: Dehesa Elementary  
County: San Diego  
Charter #: 1748  
Fiscal Year: 2021/22

					1st Interim vs. Adopted Budget Increase, (Decrease)	
Description	Object Code	7/1 Adopted Budget (X)	Actuals thru 10/31 (Y)	1st Interim Budget (Z)	\$ Difference (Z) vs. (X)	% Change (Z) vs. (X)
<b>4. Books and Supplies</b>						
Approved Textbooks and Core Curricula Materials	4100	199,100.00	7,657.00	124,324.00	(74,776.00)	-37.56%
Books and Other Reference Materials	4200	-	-	-	-	
Materials and Supplies	4300	6,705,812.00	1,891,259.00	4,834,195.00	(1,871,617.00)	-27.91%
Noncapitalized Equipment	4400	1,239,924.00	635,726.00	1,616,275.00	376,351.00	30.35%
Food	4700	-	-	-	-	
Total, Books and Supplies		8,144,836.00	2,534,642.00	6,574,794.00	(1,570,042.00)	-19.28%
<b>5. Services and Other Operating Expenditures</b>						
Subagreements for Services	5100	8,806,824.00	1,636,378.00	7,817,430.00	(989,394.00)	-11.23%
Travel and Conferences	5200	6,600.00	51,587.00	73,054.00	66,454.00	1006.88%
Dues and Memberships	5300	10,500.00	13,333.00	19,200.00	8,700.00	82.86%
Insurance	5400	392,000.00	112,466.00	339,600.00	(52,400.00)	-13.37%
Operations and Housekeeping Services	5500	6,300.00	12,852.00	17,852.00	11,552.00	183.37%
Rentals, Leases, Repairs, and Noncap. Improvements	5600	184,100.00	32,200.00	153,534.00	(30,566.00)	-16.60%
Transfers of Direct Costs	5700-5799	-	-	-	-	
Professional/Consulting Services and Operating Expend.	5800	2,398,529.00	566,429.00	1,770,674.00	(627,855.00)	-26.18%
Communications	5900	46,500.00	13,014.00	39,547.00	(6,953.00)	-14.95%
Total, Services and Other Operating Expenditures		11,851,353.00	2,438,259.00	10,230,891.00	(1,620,462.00)	-13.67%
<b>6. Capital Outlay (Objects 6100-6170, 6200-6500 modified accrual basis only)</b>						
Land and Land Improvements	6100-6170	-	-	-	-	
Buildings and Improvements of Buildings	6200	-	-	-	-	
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	-	-	-	-	
Equipment	6400	-	-	-	-	
Equipment Replacement	6500	-	-	-	-	
Depreciation Expense (for accrual basis only)	6900	2,900.00	2,619.00	7,857.00	4,957.00	170.93%
Total, Capital Outlay		2,900.00	2,619.00	7,857.00	4,957.00	170.93%
<b>7. Other Outgo</b>						
Tuition to Other Schools	7110-7143	-	-	-	-	
Transfers of Pass-through Revenues to Other LEAs	7211-7213	-	-	-	-	
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	-	-	-	-	
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	-	-	-	-	
All Other Transfers	7281-7299	-	-	-	-	
Transfers of Indirect Costs	7300-7399	-	-	-	-	
Debt Service:						
Interest	7438	-	-	-	-	
Principal (for modified accrual basis only)	7439	-	-	-	-	
Total, Other Outgo		-	-	-	-	
<b>8. TOTAL EXPENDITURES</b>		48,174,166.00	13,520,838.00	43,126,867.00	(5,047,299.00)	-10.48%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		1,015,544.06	193,341.00	613,751.00	(401,793.06)	-39.56%

**CHARTER SCHOOL**  
**INTERIM FINANCIAL REPORT - ALTERNATIVE FORM**  
**First Interim Report - Summary**

Charter School Name: Cabrillo Point Academy  
(continued) \_\_\_\_\_  
CDS #: 37680490132506  
Charter Approving Entity: Dehesa Elementary  
County: San Diego  
Charter #: 1748  
Fiscal Year: 2021/22

					1st Interim vs. Adopted Budget Increase, (Decrease)	
Description	Object Code	7/1 Adopted Budget (X)	Actuals thru 10/31 (Y)	1st Interim Budget (Z)	\$ Difference (Z) vs. (X)	% Change (Z) vs. (X)
<b>D. OTHER FINANCING SOURCES / USES</b>						
1. Other Sources	8930-8979	-	-	-	-	
2. Less: Other Uses	7630-7699	-	-	-	-	
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	-	-	-	-	
4. TOTAL OTHER FINANCING SOURCES / USES		-	-	-	-	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>		1,015,544.06	193,341.00	613,751.00	(401,793.06)	-39.56%
<b>F. FUND BALANCE, RESERVES</b>						
1. Beginning Fund Balance						
a. As of July 1	9791	10,714,536.75	7,039,152.75	7,039,152.75	(3,675,384.00)	-34.30%
b. Adjustments/Restatements	9793, 9795	-	544,325.31	544,325.31	544,325.31	New
c. Adjusted Beginning Fund Balance		10,714,536.75	7,583,478.06	7,583,478.06		
2. Ending Fund Balance, June 30 (E + F.1.c.)		11,730,080.81	7,776,819.06	8,197,229.06		
Components of Ending Fund Balance :						
a. Nonspendable						
Revolving Cash (equals object 9130)	9711	-	-	-	-	
Stores (equals object 9320)	9712	-	-	-	-	
Prepaid Expenditures (equals object 9330)	9713	-	-	-	-	
All Others	9719	-	-	-	-	
b. Restricted	9740	-	-	-	-	
c. Committed						
Stabilization Arrangements	9750	-	-	-	-	
Other Commitments	9760	-	-	-	-	
d. Assigned						
Other Assignments	9780	-	-	-	-	
e. Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789	1,445,224.98	1,293,806.01	1,293,806.01	(151,418.97)	-10.48%
Unassigned/Unappropriated Amount	9790	10,284,855.83	6,483,013.05	6,903,423.05	(3,381,432.78)	-32.88%

**CHARTER SCHOOL  
MULTI-YEAR PROJECTION - ALTERNATIVE FORM  
First Interim Report - MYP**

Charter School Name: Cabrillo Point Academy  
(continued) \_\_\_\_\_  
CDS #: 37680490132506  
Charter Approving Entity: Dehesa Elementary  
County: San Diego  
Charter #: 1748  
Fiscal Year: 2021/22

*This charter school uses the following basis of accounting:*

- ☒ **Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)  
☐ **Modified Accrual Basis** (Applicable Capital Outlay / Debt Service / Fund Balance objects are 6100-6170, 6200-6500, 7438, 7439 and 9711-9789)

Description	Object Code	FY 2021/22			Totals for 2022/23	Totals for 2023/24
		Unrestricted	Restricted	Total		
<b>A. REVENUES</b>						
1. LCFF Sources						
State Aid - Current Year	8011	36,434,407.00	0.00	36,434,407.00	37,808,077.00	39,425,639.00
Education Protection Account State Aid - Current Year	8012	799,680.00	0.00	799,680.00	807,677.00	815,754.00
State Aid - Prior Years	8019	6,619.00	0.00	6,619.00		
Transfers of Charter Schools in Lieu of Property Taxes	8096	0.00	0.00	0.00		
Other LCFF Transfers	8091, 8097	878,195.00	0.00	878,195.00	886,977.00	895,847.00
Total, LCFF Sources		38,118,901.00	0.00	38,118,901.00	39,502,731.00	41,137,240.00
2. Federal Revenues						
Every Student Succeeds Act (Title I - V)	8290	0.00	428,988.00	428,988.00	433,278.00	437,611.00
Special Education - Federal	8181, 8182	0.00	484,806.00	484,806.00	489,654.00	494,551.00
Child Nutrition - Federal	8220	0.00	0.00	0.00	0.00	0.00
Donated Food Commodities	8221	0.00	0.00	0.00	0.00	0.00
Other Federal Revenues	8110, 8260-8299	0.00	1,116,835.00	1,116,835.00	1,809,307.00	2,124,847.00
Total, Federal Revenues		0.00	2,030,629.00	2,030,629.00	2,732,239.00	3,057,009.00
3. Other State Revenues						
Special Education - State	StateRevSE	0.00	2,303,798.00	2,303,798.00	2,326,836.00	2,350,104.00
All Other State Revenues	StateRevAO	749,555.00	531,248.00	1,280,803.00	901,044.00	910,052.00
Total, Other State Revenues		749,555.00	2,835,046.00	3,584,601.00	3,227,880.00	3,260,156.00
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	6,487.00	0.00	6,487.00	6,552.00	6,618.00
Total, Local Revenues		6,487.00	0.00	6,487.00	6,552.00	6,618.00
5. TOTAL REVENUES		38,874,943.00	4,865,675.00	43,740,618.00	45,469,402.00	47,461,023.00
<b>B. EXPENDITURES</b>						
1. Certificated Salaries						
Certificated Teachers' Salaries	1100	11,376,596.00	2,456,647.00	13,833,243.00	14,278,081.00	14,563,643.00
Certificated Pupil Support Salaries	1200	138,914.00	713,661.00	852,575.00	788,993.00	804,773.00
Certificated Supervisors' and Administrators' Salaries	1300	1,116,181.00	517,000.00	1,633,181.00	1,644,750.00	1,677,645.00
Other Certificated Salaries	1900	76,914.00	483,130.00	560,044.00	492,793.00	502,648.00
Total, Certificated Salaries		12,708,605.00	4,170,438.00	16,879,043.00	17,204,617.00	17,548,709.00
2. Non-certificated Salaries						
Non-certificated Instructional Aides' Salaries	2100	108,665.00	157,523.00	266,188.00	200,199.00	204,203.00
Non-certificated Support Salaries	2200	1,063,034.00	96,387.00	1,159,421.00	1,331,430.00	1,358,059.00
Non-certificated Supervisors' and Administrators' Sal.	2300	582,708.00	0.00	582,708.00	570,639.00	582,051.00
Clerical and Office Salaries	2400	860,183.00	52,957.00	913,140.00	890,747.00	908,562.00
Other Non-certificated Salaries	2900	260,655.00	83,222.00	343,877.00	367,060.00	374,401.00
Total, Non-certificated Salaries		2,875,245.00	390,089.00	3,265,334.00	3,360,075.00	3,427,276.00



**CHARTER SCHOOL  
MULTI-YEAR PROJECTION - ALTERNATIVE FORM  
First Interim Report - MYP**

Charter School Name: Cabrillo Point Academy  
(continued) \_\_\_\_\_  
CDS #: 37680490132506  
Charter Approving Entity: Dehesa Elementary  
County: San Diego  
Charter #: 1748  
Fiscal Year: 2021/22

Description	Object Code	FY 2021/22			Totals for 2022/23	Totals for 2023/24
		Unrestricted	Restricted	Total		
<b>3. Employee Benefits</b>						
STRS	3101-3102	2,038,505.00	668,105.00	2,706,610.00	3,114,075.00	3,176,355.00
PERS	3201-3202	0.00	0.00	0.00		
OASDI / Medicare / Alternative	3301-3302	399,925.00	90,317.00	490,242.00	506,517.00	516,647.00
Health and Welfare Benefits	3401-3402	1,710,429.00	480,000.00	2,190,429.00	2,284,800.00	2,330,496.00
Unemployment Insurance	3501-3502	59,491.00	31,360.00	90,851.00	92,470.00	91,399.00
Workers' Compensation Insurance	3601-3602	144,577.00	41,045.00	185,622.00	185,082.00	188,784.00
OPEB, Allocated	3701-3702	0.00	0.00	0.00		
OPEB, Active Employees	3751-3752	0.00	0.00	0.00		
Other Employee Benefits	3901-3902	479,729.00	25,465.00	505,194.00	616,941.00	629,280.00
Total, Employee Benefits		4,832,656.00	1,336,292.00	6,168,948.00	6,799,885.00	6,932,961.00
<b>4. Books and Supplies</b>						
Approved Textbooks and Core Curricula Materials	4100	121,562.00	2,762.00	124,324.00	128,078.00	131,946.00
Books and Other Reference Materials	4200	0.00	0.00	0.00		
Materials and Supplies	4300	4,362,728.00	471,467.00	4,834,195.00	4,980,188.00	5,130,590.00
Noncapitalized Equipment	4400	1,011,459.00	604,816.00	1,616,275.00	1,665,086.00	1,715,372.00
Food	4700	0.00	0.00	0.00	0.00	0.00
Total, Books and Supplies		5,495,749.00	1,079,045.00	6,574,794.00	6,773,352.00	6,977,908.00
<b>5. Services and Other Operating Expenditures</b>						
Subagreements for Services	5100	4,644,042.00	3,173,388.00	7,817,430.00	8,004,707.00	8,196,663.00
Travel and Conferences	5200	68,411.00	4,643.00	73,054.00	75,260.00	77,533.00
Dues and Memberships	5300	19,200.00	0.00	19,200.00	19,780.00	20,377.00
Insurance	5400	339,600.00	0.00	339,600.00	349,855.00	360,421.00
Operations and Housekeeping Services	5500	17,852.00	0.00	17,852.00	18,298.00	18,757.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	153,534.00	0.00	153,534.00	158,170.00	162,947.00
Transfers of Direct Costs	5700-5799	5,398,050.00	(5,398,050.00)	0.00		
Professional/Consulting Services and Operating Expend.	5800	1,665,086.00	105,588.00	1,770,674.00	1,824,211.00	1,881,409.00
Communications	5900	35,305.00	4,242.00	39,547.00	40,742.00	41,971.00
Total, Services and Other Operating Expenditures		12,341,080.00	(2,110,189.00)	10,230,891.00	10,491,023.00	10,760,078.00
<b>6. Capital Outlay (Obj. 6100-6170, 6200-6500 for mod. accr. basis only)</b>						
Land and Land Improvements	6100-6170	0.00	0.00	0.00	0.00	0.00
Buildings and Improvements of Buildings	6200	0.00	0.00	0.00	0.00	0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	0.00	0.00	0.00	0.00	0.00
Equipment	6400	0.00	0.00	0.00	0.00	0.00
Equipment Replacement	6500	0.00	0.00	0.00	0.00	0.00
<i>Depreciation Expense (for accrual basis only)</i>	6900	7,857.00	0.00	7,857.00	8,014.00	8,174.00
Total, Capital Outlay		7,857.00	0.00	7,857.00	8,014.00	8,174.00
<b>7. Other Outgo</b>						
Tuition to Other Schools	7110-7143	0.00	0.00	0.00	0.00	0.00
Transfers of Pass-through Revenues to Other LEAs	7211-7213	0.00	0.00	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0.00	0.00	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00	0.00	0.00	0.00
All Other Transfers	7280-7299	0.00	0.00	0.00	0.00	0.00
Transfers of Indirect Costs	7300-7399	0.00	0.00	0.00	0.00	0.00
Debt Service:						
Interest	7438	0.00	0.00	0.00		
Principal (for modified accrual basis only)	7439	0.00	0.00	0.00	0.00	0.00
Total, Other Outgo		0.00	0.00	0.00	0.00	0.00
<b>8. TOTAL EXPENDITURES</b>		38,261,192.00	4,865,675.00	43,126,867.00	44,636,966.00	45,655,106.00
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND.</b>						

CHARTER SCHOOL  
MULTI-YEAR PROJECTION - ALTERNATIVE FORM  
First Interim Report - MYP

Charter School Name: Cabrillo Point Academy  
(continued) \_\_\_\_\_  
CDS #: 37680490132506  
Charter Approving Entity: Dehesa Elementary  
County: San Diego  
Charter #: 1748  
Fiscal Year: 2021/22

BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		613,751.00	0.00	613,751.00	832,436.00	1,805,917.00
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**CHARTER SCHOOL  
MULTI-YEAR PROJECTION - ALTERNATIVE FORM  
First Interim Report - MYP**

Charter School Name: Cabrillo Point Academy  
(continued) \_\_\_\_\_  
CDS #: 37680490132506  
Charter Approving Entity: Dehesa Elementary  
County: San Diego  
Charter #: 1748  
Fiscal Year: 2021/22

Description	Object Code	FY 2021/22			Totals for 2022/23	Totals for 2023/24
		Unrestricted	Restricted	Total		
<b>D. OTHER FINANCING SOURCES / USES</b>						
1. Other Sources	8930-8979	0.00	0.00	0.00	0.00	0.00
2. Less: Other Uses	7630-7699	0.00	0.00	0.00	0.00	0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	0.00	0.00	0.00	0.00	0.00
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00	0.00	0.00
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>		613,751.00	0.00	613,751.00	832,436.00	1,805,917.00
<b>F. FUND BALANCE, RESERVES</b>						
1. Beginning Fund Balance						
a. As of July 1	9791	7,039,152.75	0.00	7,039,152.75	8,197,229.06	9,029,665.06
b. Adjustments/Restatements	9793, 9795	544,325.31	0.00	544,325.31	0.00	0.00
c. Adjusted Beginning Balance		7,583,478.06	0.00	7,583,478.06	8,197,229.06	9,029,665.06
2. Ending Fund Balance, June 30 (E + F.1.c.)		8,197,229.06	0.00	8,197,229.06	9,029,665.06	10,835,582.06
Components of Ending Fund Balance:						
a. Nonspendable						
Revolving Cash (equals object 9130)	9711	0.00	0.00	0.00	0.00	0.00
Stores (equals object 9320)	9712	0.00	0.00	0.00	0.00	0.00
Prepaid Expenditures (equals object 9330)	9713	0.00	0.00	0.00	0.00	0.00
All Others	9719	0.00	0.00	0.00	0.00	0.00
b. Restricted	9740		0.00	0.00	0.00	0.00
c. Committed						
Stabilization Arrangements	9750	0.00	0.00	0.00	0.00	0.00
Other Commitments	9760	0.00	0.00	0.00	0.00	0.00
d. Assigned						
Other Assignments	9780	0.00	0.00	0.00	0.00	0.00
e. Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789	1,293,806.01	0.00	1,293,806.01	1,339,108.98	1,369,653.18
Unassigned/Unappropriated Amount	9790	6,903,423.05	0.00	6,903,423.05	7,690,556.08	9,465,928.88



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**RESOLUTION OF THE GOVERNING BOARD OF CABRILLO POINT ACADEMY  
REGARDING BOARD APPROVAL FOR INTERFUND TRANSFERS OR LOANS  
2021-10**

WHEREAS, the governing board of Cabrillo Point Academy has determined that it is in the best interests of Cabrillo Point Academy for governing board to approve all loans made and any funds borrowed from any other charter school, charter management organization, charter supporting organization or any other entity before those loans are made, with the exception of money borrowed for the purchase of supplies or goods for the school;

WHEREAS, the governing board of Cabrillo Point Academy has a fiduciary duty to ensure the fiscal health of Cabrillo Point Academy;

NOW, THEREFORE, BE IT RESOLVED THAT:

The governing board of Cabrillo Point Academy hereby confirms that before any loans are made to or any funds are borrowed from any other charter school, charter management organization, charter supporting organization or any other entity, the governing board must pre-approve by majority vote such a funding commitment. This pre-approval does not apply to money borrowed for the purchase of supplies or goods for the school, such as the use of purchase orders, credit memos and credit cards as specified in the fiscal policies and procedures manual.

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Signature:

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Date:



**SECRETARY'S  
CERTIFICATE**

I, \_\_\_\_\_, Secretary of the Board of Directors of Cabrillo Point Academy  
a California nonprofit public benefit corporation, County of \_\_\_\_\_,  
California, hereby certify as follows:

The attached is a full, true, and correct copy of the resolutions duly adopted at a meeting of the  
Board of Directors of Cabrillo Point Academy which was duly and regularly held on (date), at  
which meeting all of the members of the Board of Directors had due notice and at which a  
quorum thereof was present; and at such meeting such resolutions were adopted by the  
following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

I have carefully compared the same with the original minutes of such meeting on file and of  
record in my office; the attached resolution is a full, true, and correct copy of the original  
resolution adopted at such meeting and entered in such minutes; and such resolution has not  
been amended, modified, or rescinded since the date of its adoption, and the same is now in full  
force and effect.

WITNESS my hand on - \_\_\_\_\_, 2021.

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Secretary of the Board of Directors  
of Cabrillo Point Academy



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## **Educator Effectiveness Block Grant Action Item**

Board Agenda: **ACTION ITEM**

The Educator Effectiveness Block Grant (EEBG) provides one-time funds to county offices of education, school districts, charter schools, and state special schools to provide professional learning and promote educator equity, quality, and effectiveness.

As a condition of receiving EEBG funds, local education agencies must develop a related expenditure plan and present it in a public meeting of the governing board before its adoption in a subsequent public meeting before December 30, 2021. The required public meeting was held prior to bringing this item to the Board for consideration.

Acceptable EEBG fund expenditures include professional learning for teachers, administrators, paraprofessionals who work with students, and classified staff who interact with students to promote educator equity, quality, and effectiveness.

These expenditures may occur over fiscal years 2021–22, 2022–23, 2023–24, 2024–25, and 2025–26. Expenditure oversight includes annual expenditure reports due to the state by September 30. Further, eligible entities must submit a final expenditure report by September 30, 2026.

## Educator Effectiveness Block Grant 2021 Cabrillo Point Academy Expenditure Plan

LEA Name:	Cabrillo Point Academy
Contact Name:	Jennifer Lorge
Email Address:	jennifer.lorge@cabrillopontacademy.org
Phone Number:	951-741-4376

Total Amount of funds received by the LEA:	\$ 592,740.00
Date of Public Meeting prior to Adoption:	December
Date of adoption at a public meeting:	December

### [EC 41480](#)

(a)(2) A school district, county office of education, charter school, or state special school may expend the funds received pursuant to this subdivision from the 2021–22 fiscal year to the 2025–26 fiscal year, inclusive. School districts, county offices of education, charter schools, and state special schools **shall coordinate the use of any federal funds received under Title II of the federal Every Student Succeeds Act of 2015 (Public Law 114–95) to support teachers and administrators with the expenditure of funds received pursuant to this subdivision.**

(b) A school district, county office of education, charter school, or state special school shall expend funds apportioned pursuant to this section to provide professional learning for **teachers, administrators, paraprofessionals who work with pupils, and classified staff that interact with pupils**, with a focus on any of the following areas:

**(1) Coaching and mentoring of staff serving in an instructional setting and beginning teacher or administrator induction, including, but not limited to, coaching and mentoring solutions that address a local need for teachers that can serve all pupil populations with a focus on retaining teachers, and offering structured feedback and coaching systems organized around social-emotional learning, including, but not limited to, promoting teacher self-awareness, self-management, social awareness, relationships, and responsible decision-making skills, improving teacher attitudes and beliefs about one's self and others, and supporting learning communities for educators to engage in a meaningful classroom teaching experience.**

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Beginning Teacher Induction Program (RCOE)	\$ 32,500.00	\$ 32,500.00	\$ 32,500.00	\$ 32,500.00	\$ 32,500.00	\$ 162,500.00
New Teacher Induction Program Coordinator	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 50,000.00
Induction coaches/mentors stipends	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 75,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal for this section:	\$ 57,500.00	\$ 57,500.00	\$ 57,500.00	\$ 57,500.00	\$ 57,500.00	\$ 287,500.00

**(2) Programs that lead to effective, standards-aligned instruction and improve instruction in literacy across all subject areas, including English language arts, history-social science, science, technology, engineering, mathematics, and computer science.**

Planned Activity	2021-22	2022-23	2023-24	2024-25	2025-26	per Activity
Fees/costs associated with professional development specific to content areas/subjects, including registration (Conference or workshop)	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 150,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal for this section:	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 150,000.00

**(3) Practices and strategies that reengage pupils and lead to accelerated learning.**

Planned Activity	2021-22	2022-23	2023-24	2024-25	2025-26	per Activity
Fees/costs associated with professional development specific to student engagement strategies and instructional supports, including registration fees	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 50,000.00
Costs of professional learning material, including literature that will serve as foundation of our instructional focus	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal for this section:	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 55,000.00

**(4) Strategies to implement social-emotional learning, trauma-informed practices, suicide prevention, access to mental health services, and other approaches that improve pupil well-being.**

Planned Activity	2021-22	2022-23	2023-24	2024-25	2025-26	per Activity
Fees/costs associated with professional learning specific to social-emotional supports, particularly those offered in tiers two and three of our MTSS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 50,000.00
Costs of professional learning material, including literature that will serve as foundation of our social-emotional supports, including the book	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00
Compensation for coaches who will guide implementation of social-emotional professional learning	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 25,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal for this section:	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 80,000.00



(5) Practices to create a positive school climate, including, but not limited to, restorative justice, training around implicit bias, providing positive behavioral supports, multitiered systems of support, transforming a schoolsite's culture to one that values diverse cultural and ethnic backgrounds, and preventing discrimination, harassment, bullying, and intimidation based on actual or perceived characteristics, including disability, gender, gender identity, gender expression, language, nationality, race or ethnicity, religion, or sexual orientation.

Planned Activity	2021-22	2022-23	2023-24	2024-25	2025-26	per Activity
Fees/costs associated with professional learning within Communities of Practice specific to the concept of Implicit Bias and Cultural Relevance	\$ 4,100.00	\$ 4,100.00	\$ 4,040.00	\$ 4,000.00	\$ 4,000.00	\$ 20,240.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal for this section:	\$ 4,100.00	\$ 4,100.00	\$ 4,040.00	\$ 4,000.00	\$ 4,000.00	\$ 20,240.00

(6) Strategies to improve inclusive practices, including, but not limited to, universal design for learning, best practices for early identification, and development of individualized education programs for individuals with exceptional needs.

Planned Activity	2021-22	2022-23	2023-24	2024-25	2025-26	per Activity
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal for this section:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

(7) Instruction and education to support implementing effective language acquisition programs for English learners, which may include integrated language development within and across content areas, and building and strengthening capacity to increase bilingual and biliterate proficiency.

Planned Activity	2021-22	2022-23	2023-24	2024-25	2025-26	per Activity
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal for this section:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**(8) New professional learning networks for educators not already engaged in an education-related professional learning network to support the requirements of subdivision (c).**

(c) To ensure professional development meets educator and pupil needs, local educational agencies are encouraged to allow schoolsite and content staff to identify the topic or topics of professional learning. Professional learning provided pursuant to this section shall do both of the following:

(1) Be content focused, incorporate active learning, support collaboration, use models of effective practice, provide coaching and expert support, offer feedback and reflection, and be of sustained duration.

(2) As applicable, be aligned to the academic content standards adopted pursuant to Sections 51226, 60605, 60605.1, 60605.2, 60605.3, 60605.4, 60605.8, and 60605.11, and the model curriculum adopted pursuant to Section 51226.7, as those sections read on June 30, 2020, and former Section 60605.85, as that section read on June 30, 2014.

Planned Activity	2021-22	2022-23	2023-24	2024-25	2025-26	per Activity
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal for this section:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**(9) Instruction, education, and strategies to incorporate ethnic studies curricula adopted pursuant to Section 51226.7 into pupil instruction for grades 7 to 12, inclusive.**

Planned Activity	2021-22	2022-23	2023-24	2024-25	2025-26	per Activity
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal for this section:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Summary of Expenditures**

Section Totals	2021-22	2022-23	2023-24	2024-25	2025-26	per Activity
Subtotal Section (1)	\$ 57,500.00	\$ 57,500.00	\$ 57,500.00	\$ 57,500.00	\$ 57,500.00	\$ 287,500.00
Subtotal Section (2)	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 150,000.00
Subtotal Section (3)	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 55,000.00
Subtotal Section (4)	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 80,000.00
Subtotal Section (5)	\$ 4,100.00	\$ 4,100.00	\$ 4,040.00	\$ 4,000.00	\$ 4,000.00	\$ 20,240.00
Subtotal Section (6)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Section (7)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Section (8)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Section (9)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Totals By Year:	\$	118,600.00	\$ 118,600.00	\$ 118,540.00	\$ 118,500.00	\$ 118,500.00	
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<b>Total Planned Expenditures by the LEA:</b>
\$ 592,740.00

<b>Budgeting Planner:</b>
<b>Allocation:</b>
\$ 592,740.00
<b>Variance:</b>
\$ 0.00
Expenditures and Allocation Match

## American Rescue Plan Act of 2021 Elementary and Secondary School Emergency Relief – Homeless Children and Youth II (ARP-HCY II) Assurances



ARP-HCY II was created to assist local educational agencies (LEAs) with identifying homeless children and youth, to provide homeless children and youth with wrap-around services to address the challenges of COVID-19, and to enable homeless children and youth to attend school and fully participate in school activities. These funds are to address urgent needs of children and youth experiencing homelessness—including academic, social, emotional, and mental health needs. The funds will also be used by LEAs to increase capacity by hiring staff, dedicating resources, and planning partnerships with community-based organizations, among other strategies.

### Submission Confirmation

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**Cabrillo Point Academy** (CDS Code **37680490132506**) successfully completed submission for ARP-HCY II funds on **11/4/2021 1:23:00 PM**.

You may print a copy of this confirmation for your records.

[ARP-HCY II Home](#)

[ARP-HCY II Search](#)

### Cabrillo Point Academy

#### Contact Information

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**LEA:**

Cabrillo Point Academy

**DUNS Number:**

080063107

**First Name:**

Jennifer

**Last Name:**

Lorge

**Job Title:**

Senior Director

**E-mail:**

jenna.lorge@cabrillopoinacademy.org

**Telephone:**

(951) 741-4376

**Question:**

[REDACTED]

**Answer:**

[REDACTED]



## Certification

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The checkbox was selected, certifying that I have read the applicable certifications, assurances, terms, and conditions identified on this grant application and I agree to comply with all requirements as a condition of funding.

On behalf of Cabrillo Point Academy, I hereby apply to the California Department of Education (CDE) for ARP-HCY II funds and agree to all of the following assurances:

### **PART I: General Assurances for Local Educational Agencies (LEAs)**

Cabrillo Point Academy will comply and have on file with the State a set of assurances of the requirements in Section 442 of the General Education Provisions Act (GEPA) [20 United States Code (U.S.C.) Section 12329(e)]:

1. The LEA will administer each program covered by the application in accordance with all applicable statutes, regulations, program plans, and applications;
2. The control of funds provided to the LEA under each program, and title to property acquired with those funds, will be in a public agency and that a public agency will administer those funds and property;
3. The LEA will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal funds paid to that agency under each program;
4. The LEA will make reports to the State agency or board and to the U.S. Secretary of Education, as requested, as may reasonably be necessary to enable the State agency or board and the Secretary to perform their duties and that the LEA will maintain such records, including the records required under 20 U.S.C. Section 1232(f), and provide access to those records, as the State agency or board or the Secretary deem necessary to perform their duties;
5. The LEA will provide reasonable opportunities for the participation by teachers, parents, and other interested agencies, organizations, and individuals in the planning for and operation of each program;
6. Any application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and other members of the general public;
7. In the case of any project involving construction, the LEA will provide reasonable assurances that—
  - a. The project is not inconsistent with overall State plans for the construction of school facilities, and
  - b. In developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with 29 U.S.C. Section 794 in order to ensure that facilities constructed with the use of Federal funds are accessible to and usable by individuals with disabilities.
  - c. Will follow applicable federal construction regulations, such as safety and health standards (34 Code of Federal Regulations [CFR] 75.609), energy conservation (34 CFR 75.616), and Davis-Bacon prevailing wage rules. Any LEA requesting preapproval must provide documentation showing that the LEA is not able to meet the need arising from the health emergency in a more

- cost-effective or efficient manner, such as leasing property or improving property already owned and in use;
- d. Ensure all projects will be completed during the allowable period of the grant.
- 8. The LEA has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects;
- 9. None of the funds expended under any applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization. [20 U.S.C. Section 1232(e)]

## **PART II: ARP-HCY II Usage of Funds Assurances**

Cabrillo Point Academy assures that:

1. Funds will be used in accordance and aligned with section 2001(b) of the American Rescue Plan Act of 2021 (ARP Act) and must adhere to the allowable uses and authorized activities of funds described in 42 U.S.C. sections 11431-11435 of the Education for Homeless Children and Youth (EHCY) of Title VII-B McKinney-Vento Homeless Assistance Act (McKinney-Vento Act.)
  - a. The provision of tutoring, supplemental instruction, and enriched educational services that are linked to the achievement of the same challenging State academic standards as the State establishes for other children and youth;
  - b. The provision of expedited evaluations of the strengths and needs of homeless children and youth, including needs and eligibility for programs and services (such as educational programs for gifted and talented students, children and youth with disabilities, and English learners, services provided under title I of the Elementary and Secondary Education Act of 1965 [20 U.S.C. Section 6301 et seq.] or similar State or local programs, programs in career and technical education, and school nutrition programs);
  - c. Professional development and other activities for educators and specialized instructional support personnel that are designed to heighten the understanding and sensitivity of such personnel to the needs of homeless children and youth, the rights of such children and youth under this part, and the specific educational needs of runaway and homeless youth;
  - d. The provision of referral services to homeless children and youth for medical, dental, mental, and other health services;
  - e. The provision of assistance to defray the excess cost of transportation for students under 42 U.S.C. Section 11433(d)(5), not otherwise provided through Federal, State, or local funding, where necessary to enable students to attend the school selected under 42 U.S.C. Section 11432(g)(3) of this title;
  - f. The provision of developmentally appropriate early childhood education programs, not otherwise provided through Federal, State, or local funding, for preschool-aged homeless children;
  - g. The provision of services and assistance to attract, engage, and retain homeless children and youth, particularly homeless children and youth who are not enrolled in school, in public school programs and services provided to non-homeless children and youth;

- h. The provision for homeless children and youth of before- and after-school, mentoring, and summer programs in which a teacher or other qualified individual provides tutoring, homework assistance, and supervision of educational activities;
  - i. If necessary, the payment of fees and other costs associated with tracking, obtaining, and transferring records necessary to enroll homeless children and youth in school, including birth certificates, immunization or other required health records, academic records, guardianship records, and evaluations for special programs or services;
  - j. The provision of education and training to the parents and guardians of homeless children and youth about the rights of, and resources available to, such children and youth, and other activities designed to increase the meaningful involvement of parents and guardians of homeless children or youth in the education of such children or youth;
  - k. The development of coordination between schools and agencies providing services to homeless children and youth, as described in 42 U.S.C. Section 11432(g)(5) of this title;
  - l. The provision of specialized instructional support services (including violence prevention counseling) and referrals for such services;
  - m. Activities to address the particular needs of homeless children and youth that may arise from domestic violence and parental mental health or substance abuse problems;
  - n. The adaptation of space and purchase of supplies for any non-school facilities made available under 42 U.S.C. Section 11432(a)(2) to provide services;
  - o. The provision of school supplies, including those supplies to be distributed at shelters or temporary housing facilities, or other appropriate locations; and,
  - p. The provision of other extraordinary or emergency assistance needed to enable homeless children and youth to attend school and participate fully in school activities.
2. In addition to the authorized activities described in the McKinney-Vento Act, LEAs can also use ARP-HCY II funds for the following:
- a. The provision of wraparound services (which could be provided in collaboration with and/or through contracts with community-based organizations, and could include academic supports, trauma-informed care, social-emotional support, and mental health services);
  - b. The provision of needed supplies [e.g., personal protective equipment (PPE), eyeglasses, school supplies, personal care items];
  - c. The provision of transportation to enable children and youth to attend classes and participate fully in school activities;
  - d. The purchase of cell phones or other technological devices for unaccompanied youth to enable the youth to attend and fully participate in school activities;
  - e. The provision of access to reliable, high-speed internet for students through the purchase of internet connected devices/equipment, mobile hotspots, wireless service plans, or installation of Community Wi-Fi Hotspots (e.g., at homeless shelters), especially in underserved communities;
  - f. Paying for short-term, temporary housing (e.g., a few days in a motel) when such emergency housing is the only reasonable option for COVID-safe temporary housing and when necessary to enable the homeless child or youth to attend school and participate fully in school activities (including summer school); and,
  - g. The provision of store cards/prepaid debit cards to purchase materials necessary for students to participate in school activities.

3. Under 42 U.S.C. Section 723(d), LEAs must ensure that all costs are reasonable and necessary and that these uses of funds align with the purpose of, and other requirements in, the McKinney-Vento Act.
4. The LEA will comply with, all reporting requirements at such time and in such manner and containing such information as the Secretary may reasonably require, including but not limited to the requirements under McKinney-Vento Act, and including but not limited to numbers of students experiencing homelessness identified and supported through ARP-HCY II funding, and specific details about supports and services received by students.
5. Activities to address the unique needs students experiencing homelessness, including how outreach and service delivery will meet the needs of each population.
6. Planning and implementing activities related to summer learning and supplemental afterschool programs, including providing classroom instruction or online learning during the summer months and addressing the needs of students experiencing homelessness.
7. Addressing learning loss among students, including students experiencing homelessness, of the LEA, including by—
  - a. Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiating instruction;
  - b. Implementing evidence-based activities to meet the comprehensive needs of students;
8. If your LEA does not meet the minimum formula amount of \$5,000, then your LEA is required to join a consortium with your county office of education (COE) or with LEAs within your county that are also receiving less than the minimum formula amount. All LEAs in the consortia must comply to all of these assurances and will need to work with one another to identify, enroll, and serve children and youth experiencing homelessness. This rule encourages the use of consortia to create favorable economies of scale. The lead COE and/or LEA will be the fiscal agent and may take the appropriate indirect cost to administer funds and/or services.

### **PART III: Programmatic, Fiscal, and Reporting Assurances**

Cabrillo Point Academy will comply with all of the accountability, transparency, and reporting requirements that apply to the program, which the Governor has already assured.

1. ARP Act funds generally will not be used for bonuses, merit pay, or similar expenditures, unless related to disruptions or closures resulting from COVID-19.
2. The LEA receiving ARP-HCY II funds will comply with:
  - a. All reporting requirements. The CDE may require additional reporting in the future, which may include the uses of funds by the LEAs or other entities and demonstration of their compliance with these assurances.
  - b. Title 2 of the CFR Section 200.305 that requires sub-grantees to remit interest earned on advances to the federal agency.
  - c. Federal Funding Accountability and Transparency Act, as defined in 2 CFR Part 25 [Public Law (PL) 109-282; PL 110-252] regarding the establishment of a Data Universal Numbering System (DUNS) number and maintaining a current/active registration in the System for Award Management.

### **PART IV: Other Assurances**



Cabrillo Point Academy assures that:

1. The LEA will comply with all applicable assurances in Office of Management and Budget (OMB) Standard Forms 424B and D (Assurances for Non-Construction and Construction Programs), including the assurances relating to the legal authority to apply for assistance; access to records; conflict of interest; merit systems; nondiscrimination; Hatch Act provisions; labor standards; flood hazards; historic preservation; protection of human subjects; animal welfare; lead-based paint; Single Audit Act; and the general agreement to comply with all applicable Federal laws, executive orders and regulations.
2. With respect to the certification regarding lobbying in Department Form 80-0013, no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making or renewal of Federal grants under this program; the State will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," when required (34 CFR Part 82, Appendix B); and the State will require the full certification, as set forth in 34 CFR Part 82, Appendix A, in the award documents for all subawards at all tiers.
3. Any LEA receiving funding under this program will have on file a set of assurances that meets the requirements of Section 442 of the GEPA. [20 U.S.C. Section 1232(e)].
4. To the extent applicable, an LEA will include a description of how the LEA will comply with the requirements of Section 427 of GEPA [20 U.S.C. 1228(a)] in future reports. The description must include information on the steps the LEA proposes to take to permit students, teachers, and other program beneficiaries to overcome barriers (including barriers based on gender, race, color, national origin, disability, and age) that impede access to, or participation in, the program.
5. The State will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) requirements in Subpart D—Post Federal Award Requirements (2 CFR Section 200.300-345) to ensure that LEAs, including charter schools that are LEAs, are using ARP-HCY funds for purposes that are reasonable, necessary, and allocable under the ARP Act.
6. The State and other entities will comply with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted and amended as regulations of the Department in 2 CFR Part 3485; and the Uniform Guidance in 2 CFR Part 200, as adopted and amended as regulations of the Department in 2 CFR Part 3474.

## **PART V: McKinney-Vento General Assurances**

Cabrillo Point Academy under 42 U.S.C. sections 11431-11435 assures that:

1. The LEA will adopt policies and practices to ensure that homeless children and youth are not stigmatized or segregated on the basis of their status as homeless.
2. The LEA will designate an appropriate staff person, able to carry out the duties described in 42 U.S.C. Section 11432(6)(A), who may also be a coordinator for other Federal programs, as a LEA liaison for homeless children and youth.

3. The LEA will adopt policies and practices to ensure that transportation is provided, at the request of the parent or guardian (or in the case of an unaccompanied youth, the liaison), to and from the school of origin [as determined 42 U.S.C. Section 11431(3)], in accordance with the following, as applicable:
  - a. If the child or youth continues to live in the area served by the LEA in which the school of origin is located, the child's or youth's transportation to and from the school of origin shall be provided or arranged by the LEA in which the school of origin is located.
  - b. If the child's or youth's living arrangements in the area served by LEA of origin terminate and the child or youth, though continuing the child's or youth's education in the school of origin, begins living in an area served by another LEA, the LEA of origin and the LEA in which the child or youth is living shall agree upon a method to apportion the responsibility and costs for providing the child or youth with transportation to and from the school of origin. If the LEAs are unable to agree upon such method, the responsibility and costs for transportation shall be shared equally.
4. The LEA will adopt policies and practices to ensure participation by liaisons described in 42 U.S.C. Section 11432(g)(1)(J)(iv) in professional development and other technical assistance activities as determined appropriate by the Office of the Coordinator.

**Questions: HomelessEducation | [HomelessED@cde.ca.gov](mailto:HomelessED@cde.ca.gov)**

**RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS**  
3939 Thirteenth Street  
Riverside, CA 92501

**MASTER SERVICES AGREEMENT  
SPECIAL EDUCATION**

This MASTER AGREEMENT, hereinafter referred to as “Agreement”, by and between the **Riverside County Superintendent of Schools** hereinafter referred to as “SUPERINTENDENT” and **Cabrillo Point Academy**, hereinafter referred to as “DISTRICT”, and collectively referred to as the “Parties”.

**RECITALS**

SUPERINTENDENT shall provide Special Education and/or related services to individuals with exceptional needs hereinafter referred to as “EDUCATIONAL SERVICES”. This Agreement is entered into pursuant to the provisions of PART 30 of the Education code of the State of California (commencing with Section 56000 et seq.) concerning the statewide operation of the Master Plan for Special Education, and in accordance with the provisions of the Individuals with Disabilities Education Act and Section 504 of Public Law 93-1152, as amended, and federal and state regulations relating thereto. It is understood that this Agreement does not commit DISTRICT to payment for EDUCATIONAL SERVICES unless, and until, an approved Referral/Interim Placement is submitted to SUPERINTENDENT.

**AGREEMENTS**

In consideration of mutual promises contained herein, it is mutually agreed between the Parties, as follows:

**I. GENERAL PROVISIONS**

- A. TERM:** This Agreement is effective on **November 1, 2021 to June 30, 2022**. This Agreement may be renewed annually, upon mutual written agreement of the Parties.
- B. MODIFICATION AND AMENDMENTS:** This Agreement may be modified or amended in writing by consent of the Parties.
- C. GOVERNING LAW:** The terms and conditions of this Agreement shall be governed by federal and state law. The venue of all legal proceedings shall be in Riverside County, California.
- D. TERMINATION:** The Parties agree to process any termination of EDUCATIONAL SERVICES matters in accordance with Riverside County SELPA Governance Council program transfer language for Students with Moderate/Severe and Low Incidence.

**II. ADMINISTRATION OF MASTER AGREEMENT**

- A. NOTICES:** All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below. Each notice shall be deemed to have been given or served only upon actual receipt by the addressee, and notices may be delivered by one of the following methods: (i) registered or certified United States Mail, postage prepaid by sender and return receipt requested; (ii) FedEx, U.P.S. or other reliable private delivery service, delivery charge paid by sender and signature on delivery receipt required/ or (iii) personal delivery, delivery charge paid by sender and signature on delivery receipt required.

**SUPERINTENDENT:**  
**Riverside County Superintendent of Schools**  
**Contracts and Acquisition Administrator I**  
**Contracts and Purchasing Services**  
**3939 Thirteenth Street**  
**Riverside, CA 92501**

**DISTRICT:**  
**Cabrillo Point Academy**  
**13915 Danielson Street, Suite 200**  
**Poway, CA 92064**

The effective date of the notice shall be the date shown on the return receipt received by addressee, or if delivered by hand, the date received by addressee or addressee's agent. All other notices shall be given in the manner determined by the Party giving notice, or as specified in a specific section of this Agreement.

- B. MUTUAL HOLD HARMLESS:** DISTRICT shall defend, hold harmless and indemnify SUPERINTENDENT, its governing board, officers, administrators, agents and employees from and against any and all liabilities, claims, demands, suits, actions, and causes of action, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, or extra expense from any cause whatsoever arising from or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts of omissions of DISTRICT, its governing boards, officers, administrators, agents and employees.

SUPERINTENDENT shall defend, hold harmless and indemnify DISTRICT, its governing board, officers, administrators, agents and employees from and against any and all liabilities, claims, demands, suits, actions, and causes of action, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, or extra expense from any cause whatsoever arising from or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts of omissions of SUPERINTENDENT, its governing board, officers, administrators, agents and employees.

This indemnity shall survive the termination of this Agreement and/or final payment and is in addition to any other rights or remedies that the Parties may have under law and/or this Agreement.

- C. ENTIRE AGREEMENT:** This Agreement and subsequent Interim/Administrative Placement and/or Referral forms shall constitute the entire Agreement between SUPERINTENDENT and DISTRICT and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated. This Agreement binds the successors, and assignees of both SUPERINTENDENT and DISTRICT. The procedures for executing the Interim/Administrative Placement and Referral processes are described in **Exhibit 1**.
- D. SEVERABILITY:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- E. FINGERPRINTING:** Education Code sections 45125.1 and 45125.2 require SUPERINTENDENT to verify that its employees and subcontractor who may have contact with pupils during the performance of this Agreement have not been convicted of serious or violent felonies as defined by statute. Compliance with the statute, including the fingerprinting requirements, is a condition of this Agreement, and DISTRICT reserves the right to terminate this Agreement at any time for noncompliance.
- F. INSURANCE:** SUPERINTENDENT shall provide and maintain, for the duration of this Master Agreement, insurance against claims for injuries to persons or damages to property, which may

arise from or in connection with performance under this Master Agreement by SUPERINTENDENT, its agents, representatives, or employees.

1. Insurance coverage shall be at least as broad as:
  1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
  2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
  3. Workers' Compensation insurance as required by the state in which services are performed and Employer's Liability Insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000.
2. SUPERINTENDENT shall maintain limits of insurance no less than:
  1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).
  2. Automobile Liability: \$1,000,000 combined single limit.
  3. Professional Liability and Errors and Omissions coverages, including sexual molestation and abuse: \$1,000,000 per occurrence/\$1,000,000 aggregate.
3. For all insurance coverages procured by the SUPERINTENDENT, the following terms apply:

Any deductibles or self-insured retentions above \$25,000 must be declared to and approved by the DISTRICT. At its option, DISTRICT may require the SUPERINTENDENT, at SUPERINTENDENT'S sole cost, to: (a) cause its insurer to reduce to levels specified by the DISTRICT or eliminate such deductibles or self-insured retentions as respects to the DISTRICT, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### **III. EDUCATIONAL PROGRAMS**

#### **A. EDUCATIONAL AND RELATED SERVICES:**

1. **Educational Services:** SUPERINTENDENT shall provide to DISTRICT Educational and/or related services, which are consistent with each pupil's Individual Education Plan (IEP). **Appendix I** is a listing of EDUCATIONAL SERVICES currently being offered by SUPERINTENDENT.
2. **Purchase of Equipment and Services:** DISTRICT shall be responsible for the purchase of equipment and services for students with the following low incidence disabilities: Deaf/Hard of Hearing (DHH) and Orthopedically Impaired (OI) who are served in SUPERINTENDENT'S Special Day class, and DHH and OI Itinerant programs. Supplies and/or equipment purchased and/or provided by DISTRICT remain the property of DISTRICT and/or provided by SUPERINTENDENT remain the property of SUPERINTENDENT.
3. **Billing:** SUPERINTENDENT shall be responsible for billing those districts requesting Extended School Year (ESY) services **ONLY** at the established rate for appropriate disability/disability cluster. The annual rate will be converted to a daily rate by dividing the annual rate by the number of instructional days in the school year and then adjusted to the appropriate percentage of a standard school day that is utilized during the ESY schedule. No additional rate or bill is charged to DISTRICT for students enrolled in the standard year program.

4. **All Call Alert System:** DISTRICT agrees to add SUPERINTENDENT'S emergency reporting number, (951) 826-7775, to both DISTRICT'S staff and student all call alert system(s). Additionally, DISTRICT agrees to add SUPERINTENDENT'S assigned Principal to DISTRICT'S all call alert system(s) and ensure that all relevant site security information is forwarded to SUPERINTENDENT'S Principal in a timely manner.
5. **Safety Drill Participation:** SUPERINTENDENT operated special education classes will be provided advance notification by DISTRICT and participate in all school site safety drills including but not limited to fire, earthquake, and active shooter drills.
6. **Student Records:** DISTRICT will be responsible for providing SUPERINTENDENT'S personnel with access to student records in Special Education Information System (SEIS), so that SUPERINTENDENT can have access to student's records. DISTRICT will create user accounts at the request of SUPERINTENDENT for specialists and service providers within the County of Riverside.
7. **Data Exchange:** DISTRICT shall provide SUPERINTENDENT access to student information to include, but not limited to, English language learner information, low income status, medical alerts, and living situations (homeless/foster care).
8. **Data Reporting and Student Data:** SUPERINTENDENT shall agree to provide all data related to student information and billing information to DISTRICT. California local educational agencies, such as SUPERINTENDENT, and third party providers, are required by federal and state laws to protect certain student data, including but not limited to; financial, health, and educational records. SUPERINTENDENT must implement procedures and protective measures to ensure compliance with current federal and state privacy requirements, including but not limited to; California Education Code 49073.1, the Student Online Personal Information Protection Act (SOPIPA), the federal Family Educational Rights and Privacy Act (FERPA), the federal Children's Online Privacy Protection Act (COPPA), and the Children's Internet Protection Act (CIPA). Attachment A, Privacy of Student Records Protocol, is attached hereto and made a part of the Agreement by this reference.

- B. TRANSPORTATION:** DISTRICT shall be responsible for transportation services for DISTRICT pupils attending SUPERINTENDENT'S educational program, unless otherwise mutually agreed to in writing by the Parties.
- C. PROGRAM OF INSTRUCTION:**

Special Circumstances:

1. Special Circumstance Assistant is one-to-one intensive personnel support as determined by the child's Individualized Educational Program (IEP) due to an instructional need, following a DISTRICT'S completed Special Circumstance Assessment (RISA). Special Circumstance Assistant services will be billed to the pupil's district of residence at the following rate:

a. Instructional Assistant	<b>\$47.00</b> per hour
b. Health Assistant	<b>\$48.00</b> per hour
c. Licensed Vocational Nurse	<b>\$50.00</b> per hour
2. Upon commencing home/hospital services, student is no longer included in SD verified count as student reverts to DISTRICT. Should DISTRICT require home/hospital services to be provided by SUPERINTENDENT'S employee, said services will be billed to pupil's district of residence based on the actual cost of salary, benefits and actual expenses of personnel providing the service.

If an IEP Team specifies additional and/or extraordinary services for a pupil covered by this Agreement, and if these services require an expenditure of funds greater than normally required by other students in the program provided by SUPERINTENDENT, a separate MOU between SUPERINTENDENT and DISTRICT shall be drawn accordingly within ten (10) working days of the IEP Team meeting.

<b>Exhibit 2</b>	Special Circumstances Assistant MOU Template
<b>Exhibit 3</b>	Home/Hospital MOU Template

Coordination of Curriculum:

1. The Parties agree that it is in the best interests of the pupils served under this Agreement to provide a coordinated system of curriculum development, implementation and monitoring, and they agree to cooperate in this regard.
2. EDUCATIONAL SERVICES shall occur at various locations within Riverside County. Changes in the educational program may only be made based on revisions to the pupil's IEP, a mediated agreement, an order from the California Special Education Hearing Office and/or an order rendered by a court of competent jurisdiction. At any time during the term of this Agreement, the parent, SUPERINTENDENT or DISTRICT may request a review of the pupil's IEP, subject to all procedural safeguards required by state and federal law. The specific program of instruction shall be described in writing in the IEP.

**IV. PAYMENT SECTION**

**A. SPECIAL CIRCUMSTANCE AND HOME/HOSPITAL SERVICES:**

Special Circumstance Assistants and Home/Hospital teachers will be billed quarterly. Contracted LVNS providing Special Circumstances Assistant services will be billed in January and in July as part of year-end process.

**B. ANNUAL SDC/ITINERANT BUDGET COST ESTIMATE:**

This Agreement will be based on the Severely Disabled (SD) Annual Budget and will include the following:

1. Estimated number of students
2. Estimated total cost per pupil based on disability/disability cluster

**C. DISTRICT PAYMENTS:**

1. SUPERINTENDENT will bill for services rendered in February of 2022, using the average verified monthly SD pupil counts (Sept-Jan data). The charges will be calculated based on:

Average Verified Count X Total Cost per disability cluster X 50% utilization

2. SUPERINTENDENT will bill in July 2022, using the average verified monthly SD pupil counts (Sept-June data). The charges will be calculated based on:

Average Verified County X Total Cost per disability cluster minus February 2022 invoice amount

Please see the chart identified below to encumber the estimated district annual cost:



**D. CHART:**

<b>DISABILITY/DISABILITY CLUSTER</b>	<b>A RATE PER STUDENT</b>	<b>B PROJECTED ENROLLMENT</b>	<b>C ESTIMATED COST</b>
Deaf and Hard of Hearing	\$58,276.00		
Autism	\$60,740.00	2	\$121,480.00
Intellectual Disabled-Severe	\$56,655.00	3	\$169,965.00
Emotionally Disturbed	\$60,783.00		
Intellectually Disabled-Moderate	\$52,542.00		
Visually Impaired-Itinerant	\$10,404.00		
Deaf and Hard of Hearing-Itinerant	\$ 4,771.00		
Orthopedically Impaired-Itinerant	\$ 4,054.00		
Occupational Therapy-Itinerant	\$ 4,620.00		
<b>Estimated contract total</b>			<b>\$291,445.00</b>

By signing this Agreement, DISTRICT acknowledges and agrees to the terms and conditions including the following exhibits:

- A. **APPENDIX I-Special Education Program Description**
- B. **EXHIBIT 1-Initial Referral Process**
- C. **EXHIBIT 2-Special Circumstance Assistant**
- D. **EXHIBIT 3-Instruction in Home or Hospital Teacher Services**
- E. **ATTACHMENT A-SUPERINTENDENT Data Security Practices and Procedures**

The Parties hereto have executed this Agreement by and through their duly authorized agents and representatives, below:

**Riverside County Superintendent of Schools**

**Cabrillo Point Academy**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Charles Newman, Ed.D., Assistant Superintendent  
Division of Student Programs and Services

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

Date \_\_\_\_\_

Date \_\_\_\_\_

## APPENDIX I SPECIAL EDUCATION PROGRAM DESCRIPTION

SUPERINTENDENT provides a wide range of special education program options to meet the unique needs of individuals with disabilities. For specific information on personnel assignments and site locations, refer to the SUPERINTENDENT'S Directory or Program Listing or call (951) 826-6547. The following is a brief description of the programs SUPERINTENDENT offers and the referral process procedures.

### **Infant Circle Program**

***Concern for Infants in Riverside County Learning Enrichment (CIRCLE):*** Services provided to infants with disabilities, birth to three years of age, which may include assessment, individualized instruction in the home, consultation with parents, parent-child sessions in a classroom environment, and/or interagency linkage.

### **Preschool GRASP Program**

***Giving Real Advantage to Special Preschoolers (GRASP):*** Special education services are provided to children, ages three to five, who demonstrate delays in speech/language development, fine motor skills, or pre-academic readiness skills. These classes meet one time a week for 3 hours.

### **Related Services (RS)**

***Adapted Physical Education (APE):*** A physical education program designed and taught by a credentialed APE specialist to meet the individual developmental and physical needs of students with disabilities. Services may include assessment, direct instruction, and/or consultation/collaboration with special education personnel.

***Audiological Services:*** Services provided by a certified audiologist, which may include an annual audiological evaluation, monitoring of hearing aids and assistive listening devices, consultation with parents, and consultation with regular and special education personnel.

***Deaf and Hard of Hearing (DHH) Itinerant:*** Itinerant teacher services provided to students who exhibit mild to severe hearing loss. Services may include assessment, direct instruction, monitoring of specialized instructional materials and adaptive equipment, consultation with regular and special education personnel and parents.

***Braille Transcriber:*** Transcription of regular education curriculum, individualized curriculum and instructional materials into Braille for students who are legally blind.

***Interpretation:*** Individualized support for core curriculum areas provided to students who are severely hard of hearing to profoundly deaf, and who require oral language to be interpreted into sign language to facilitate and enhance their learning.

***Nursing Services:*** May include assessment; consultation with parents, teachers and other staff members; training of support personnel (e.g., instructional aids) and certified staff in specialized physical health care needs and procedures; monitoring medications and health status of individual students; consultation regarding adaptations/modifications to the regular or special education program; and/or direct services to students with disabilities; consultation with physicians.

***Orientation and Mobility:*** Individualized instruction in basic travel techniques which may include pre-cane skills and use of the long cane for students who are visually impaired. These services are provided in a variety of environments, including the classroom, school site, residential and commercial areas.

***Psychological Services:*** Include assessment; development and monitoring of positive behavioral intervention plans; individual and/or small group counseling; monitoring of students' emotional and behavioral status; consultation with regular and special education teachers and/or mental health professionals.

***Speech/Language Services:*** Part-time instruction and services provided to students with disabilities to enhance development of speech and/or language skills. Services may include assessment, direct individual and/or small group instruction, monitoring of and instruction on the use of assistive communication devices, consultation and collaboration with special education personnel, and communication with parents.

***Visually Impaired (VI) Itinerant:*** Itinerant teaching services which may include direct instruction to students who are visually impaired, adaptations to regular and/or individualized curriculum materials into large print or Braille, monitoring of low incidence materials and equipment, consultation and collaboration with regular and special education personnel.

***Transition Partnership Program (TPP):*** The TPP provides transition services for students in DISTRICT special education programs, SUPERINTENDENT'S special education, and community school programs. These services include a team of professionals who offer whatever assistance as necessary toward this transition, from career counseling to transportation, finding employment and locating a place to live. The students participate in a two-semester life skills course, which includes decision-making career assessment, job preparation and life skills for living independently; a formal Individual Transition Plan is developed for each student to determine the appropriate vocational goal and action plan; assisting students to obtain training and employment upon completion of high school. This program provides follow-up for two years after completion of high school. For more information on TPP call (951) 681-4533.

### **Special Day Class (SDC)**

***Auditory Oral Program:*** The Auditory Oral Program offers options for students who are pre-school through 6<sup>th</sup> grade where students are taught using spoken language, with an emphasis on developing listening skills, and oral language within an academic setting.

***Total Communication:*** The Total Communication Program offers options for students who are pre-school through 12<sup>th</sup> grade. The TC approach aims to make use of a number of modes of communication such as sign, oral, auditory, written and visual aide depending on the particular needs and abilities of the student.

***Visually Impaired:*** Students with a visual impairment require extensive adaptation to the learning environment, specifically to print medium. The VI class provides students specific planning and support in areas of instruction in Braille and Orientation & Mobility, including the nine (9) Expanded Core Curriculum (such as independent, living, social, career education or technology skills). Typically the students' needs cannot be met with VI Itinerant Services and necessitate small class setting for most of the day.

***Autism (REACH):*** SUPERINTENDENT'S Reach Autism program provides comprehensive, evidence-based school services that address the social, behavioral, communication, sensory and academic needs of children preschool through high school with autism spectrum disorders. The Reach team includes a speech/language pathologist, ABA specialist and an occupational therapist. Services are provided in a collaborative manner within the classroom setting.

***ID Severe (MOVE):*** SUPERINTENDENT'S program for students having severe intellectual disabilities offer a standards based education to students with a focus on every students' individual needs which support health needs and specialized services based on students' individual needs.

***ID Moderate (ALIVE):*** SUPERINTENDENT’S program for students whose intellectual and adaptive levels/skills are in the moderate range. The curriculum is functional academics, adaptive living skills and self-care.

***ED (ABLE):*** Classes designed to support students identified with emotional/mental health needs. A highly structured class setting utilizing research based positive behavior supports with an emphasis on developing social and emotional skills. Curriculum is aligned with California common core and may be accommodated and/or modified based on individual student need. Educationally Related Mental Health Services (ERMS) are provided to students with identified needs by the district of residence.

## **EXHIBIT 1 INITIAL REFERRAL PROCESS**

When a school site Individualized Education Program (IEP) team determines that the nature and/or severity of a student's disabilities are such that their needs cannot be met within a district operated program, they should discuss the potential referral with the appropriate special education administrator/designee responsible for processing referrals to SUPERINTENDENT.

There are two ways to complete the initial referral:

- A. The administrator/designee may choose to hold a school site IEP team meeting to discuss a referral to SUPERINTENDENT prior to involving SUPERINTENDENT personnel. Depending on the individual case, the IEP team may write an IEP or an IEP Addendum when making the initial referral to SUPERINTENDENT.
  - 1. A recommendation to refer to SUPERINTENDENT programs does not constitute a change in placement into a SUPERINTENDENT program; the student remains in his/her present placement until an intake IEP team meeting is held with SUPERINTENDENT personnel.
- B. The DISTRICT administrator/designee may choose to involve SUPERINTENDENT personnel in the initial consideration of a change in placement IEP team meeting if the parent/guardian has been informed of this option and a Referral Form has been sent to SUPERINTENDENT.

The attached SUPERINTENDENT Referral Form must be completed with all demographic information on the top of the page, reason for referral, request indicated, enclosures checked, along with a signed Authorization to Request/Release Information, and signature of DISTRICT Administrator/Designee.

### **The following documentation must be included with the Referral Form:**

- 1. Current IEP.
- 2. Current Multidisciplinary Report (Preferably less than one year old, However, IQ test results may be two years old at the time of the referral unless a recent significant precipitating event has occurred that might alter the student's cognitive functioning).
- 3. Immunization Record.
- 4. Home Language Survey.
- 5. Support Documents (e.g., Mental Health evaluation, Regional Center reports, Positive Behavioral Intervention Plan and medical reports).

The original Referral Form and supporting documents should be sent to SUPERINTENDENT'S Principal in their area. DISTRICT should maintain a copy of all records.

### **SUPERINTENDENT Receipt of Referral Form and IEP Process**

Upon receipt of a Referral Form, the receiving Principal and secretary will log the referral and assign a case carrier. The case carrier will review all pertinent assessments and supportive data.

When the Referral Form requests county consultation or a joint LE/count IEP team meeting, the LEA administrator/designee and SUPERINTENDENT'S case carrier are responsible for coordinating the IEP team meeting with SUPERINTENDENT and DISTRICT personnel. DISTRICT case carrier will make arrangements to have a Notice of Meeting sent to all participants at least ten days (whenever possible) prior to the meeting.

SUPERINTENDENT'S principal or designee will participate in the IEP team meeting and request complete cumulative records if the student is placed into a SUPERINTENDENT program. SUPERINTENDENT'S case carrier will assist in implementation of the IEP, and assure case completion of the initial referral.

### **Referral for Related Services Only**

SUPERINTENDENT operates stand-alone Related Services (RS) in the areas of Audiological Services, Deaf and Hard of Hearing (DHH) Itinerant Services, Visual Impaired (VI) Itinerant Services, Orthopedically Impaired Services (OI) and Adaptive Physical Education Services (APE) for DISTRICTS within the Riverside County SELPA.

***Audiological Referrals:*** Referrals should be submitted on the Audiological Referral Form and forwarded directly to the DHH Clerk at David Long Regional Learning Center (JET mail). Referrals for DHH itinerant services should be sent to the DHH Principal, Division of Student Programs and Services, SUPERINTENDENT, and must include SUPERINTENDENT'S Referral Form, signed Assessment Plan, recent audiological evaluation, and Authorization to Request/Release Information.

***Referrals for VI Itinerant Services:*** Referrals should be sent to SUPERINTENDENT VI Principal, Division of Student Programs and Services, and SUPERINTENDENT, and must include the SUPERINTENDENT'S Referral Form, complete eye report or letter from a doctor indicating visual impairment, and Authorization for Request/Release of Information.

## EXHIBIT 2



Division of Student Programs and Services  
Special Education

### Special Circumstance Assistant Memorandum of Understanding Addendum

School Year: \_\_\_\_\_ - \_\_\_\_\_

The Individualized Education Program for the student identified below requires specialized intensive support beyond the full range of instruction and services available to all students enrolled in the special schools programs. The signatures of the special education director and authorized district representative indicate approval for Riverside County Office of Education (RCOE) to employ the additional staff and agreement by the student's district of residence to assume fiscal responsibility for the service(s) specified in the student's IEP.

#### Approval Must Be Obtained Before Initiating Service

Student ID: _____	Date of Birth: _____
Student Name: _____	SELPA: _____
Home Address: _____	
Parent/Guardian: _____	Home Telephone: _____
Attending School: _____	Resident District: _____

#### Program:

- ☐ The pupil's IEP specifies that the following instruction and/or services beyond those offered to all pupils in special schools programs are needed for this pupil to benefit from his/her special education program:
- ☐ Individual Pupil Requirement of \_\_\_\_\_ hours per day

The staff support or services described above will be provided from: \_\_\_\_\_ to \_\_\_\_\_  
month/year month/year

**Payment Options:** ☐ District provides the assistant ☐ LCI student, SELPA makes arrangements  
☐ RCOE to provide the assistant and invoices the district: \_\_\_\_\_  
Authorized District Representative

#### Signatures:

_____ Authorized District Representative	_____ Name	_____ Date
_____ Special Schools Principal	_____ Name	_____ Date
_____ Director/ Administrator	_____ Name	_____ Date



### EXHIBIT 3

#### Instruction in Home or Hospital Teacher Services Memorandum of Understanding Addendum

School Year: \_\_\_\_\_ - \_\_\_\_\_

The Individualized Education Program (IEP) for the student identified below requires Home or Hospital teaching. The signatures of the SELPA Director and District Director of Special Education indicate approval for Riverside County Office of Education to employ certificated staff to provide Home or Hospital teaching services as specified in the student's IEP. The student's district of residence agrees to reimburse Riverside County Office of Education for the costs associated with Home or Hospital teaching services. The number of hours that Home or Hospital teaching services are provided will be documented on the Home or Hospital documentation form. The form requires a parent/guardian's signature verifying that the Home or Hospital services were provided. A parent/guardian or other appropriate adult must be present in the home when the services are provided.

#### Approval Must Be Obtained Before Initiation of Services

Student ID Number: _____	Date of Birth: _____
Student Name: _____	SELPA: _____
Home Address: _____	
Parent/Guardian: _____	Home Telephone: _____
Attending School: _____	Resident District: _____

☐ Individual Pupil Requirement of \_\_\_\_\_ hours per week

The staff home teacher services described above will be provided from: \_\_\_\_\_ to \_\_\_\_\_  
month/year month/year

In order to allow immediate program implementation with home teacher in place, telephone approval was obtained from \_\_\_\_\_ on \_\_\_\_\_ by \_\_\_\_\_.

Signatures		
SELPA Director	SELPA	Date
District Director or Designee	District	Date
Special Schools Principal	School	Date
Director/Administrator	Special Education Services	Date

## ATTACHMENT A SUPERINTENDENT Data Security Practices and Procedures

**Introduction:** SUPERINTENDENT has established an Information Security (InfoSec) Program based on industry best practices and the needs of California K12 systems. The InfoSec program involves several departments, including Operational Support Services, Personnel Services, and Information Technology Services. The departments are primary functional units that will engage with legal counsel and security service/solution providers to develop and execute improvement plans. This plan may be periodically updated to take into account improving practices and technologies and to respond to a changing threat environment. LEA's will be provided with annual updates where there have been material modifications to the practices and procedures stated below.

As of July 20, 2018, the Program has identified the following areas to be part of the continual improvement of the RCOE InfoSec practices.

1. Anti-Virus/Malware Administration and Configuration
  - a. Regularly review and examine the policies and procedures related to Anti-virus/Malware controls and the configuration of Anti-virus/Malware software and appliances.
  - b. Continual improvement of Anti-virus/Malware software configuration, operation and security
  - c. Provide Anti-virus/Malware training and awareness.
  - d. Practice in depth Anti-virus/Malware defense for server and end user computers.
2. Continuity of Operations Plan (COOP) and Disaster Recovery Plan (DRP)

COOP is the collection of sets of processes and procedures carried out by an organization to ensure that essential business functions continue to operate during and after a disaster. As part of the COOP there is a DRP. These are the technical plans developed for specific groups within an organization to allow them to recover a particular business application. RCOE addresses these plans by:

  - a. Performing annual Business Impact Analysis with various departments to identify mission critical processes and/or departments and prioritize the recovery processes and/or departments in accordance with their level of criticality.
  - b. Secure Executive Oversight and Support for the COOP
  - c. Continual updates of documentation, content, sufficiency, testing and documentation of test results of the plans.
3. Firewall Administration and Configuration
  - a. Examine and document the policies and procedures related to the administration of the organizations firewall(s)
  - b. Examine and document configuration files and access control lists for the devices and/or applications and operating systems
  - c. Implement least privilege access
  - d. Documentation, content and sufficiency of firewall policies and procedures
  - e. Logical placement of firewalls
  - f. Restricted access to management interfaces
  - g. Continual evaluation of applied rule sets
  - h. Backup, recovery, and storage of configuration files
  - i. Firewall event log review and sufficient storage for retention policy
4. Network Systems and Database Vulnerability Scanning
  - a. Perform scheduled simulations of attacks on the network and database systems by utilizing industry best of breed tools, which identify the vulnerabilities in the systems and provide recommendations for remediation.
5. Network Monitoring & Intrusion Detection
  - a. Regularly review the event logs to identify and correlate unauthorized, unusual, and sensitive access activity, such as:
    1. Attempted unauthorized logical and physical access;

2. Access trends and deviations from those trends;
    3. Access to sensitive data and resources;
    4. Highly-sensitive privileged access, such as the ability to override security controls;
    5. Access modifications made by security personnel; and
    6. Unsuccessful attempts to logon to a system.
  - b. Improve documentation, content and sufficiency of network monitoring and intrusion detection policies and procedures
6. Patch Management
  - a. Regularly review and update systems, configuration, and applications for required systems
  - b. Sufficient testing of systems before and after patching
  - c. Maintain documentation of patch history of required systems
7. Physical Security
  - a. To prevent unauthorized personnel from gaining direct access to SUPERINTENDENT facilities that house sensitive information, the following areas are under regular review and improvement process:
    1. Documentation, content and sufficiency of physical security policies and procedures
    2. External: facility perimeter, perimeter lighting, parking areas, parking area lighting, landscaping, exterior building lighting, exterior doors and locks and other entry points
    3. Internal: doors, windows, ceilings, raised floors, wiring and utility closets, ceilings, attics, basements, crawlspaces, public areas
    4. Lock and Key control
    5. Access control including identification systems in use and access points
    6. Intrusion alarms
    7. Fire detection, suppression and prevention
    8. CCTV/digital imaging technologies
    9. Power system and utility control points
    10. Documentation, retired network storage, and refuse disposal
    11. Mail Handling
    12. Hard copy record storage
    13. Network Operations Center
8. Server (Data Center Systems) Administration and Configuration
  - a. Continual improvement of the following areas:
    1. Documentation of server implementations, policies, and procedures
    2. Hardware, operating system, and application security
    3. User account policy and rights assignments
    4. Auditing policies, system changes, user rights, and access to sensitive data
    5. Event and security log retention and regular review
    6. Critical file and folder permissions
    7. Remote access and security
9. Network Switch and Router Administration and Configuration
  - a. Continual improvement of the following areas:
    1. Develop clear documentation, content and sufficiency of policies and procedures
    2. Streamline installation, operation and security
    3. Regular review of configuration
10. Workstation Administration and Configuration
  - a. Continual improvement of the following:
    1. Documentation of workstation policies and procedures
    2. Hardware security
    3. Operating System installation, configuration and maintenance (patching)
    4. User account policies and rights assignments

5. Event and security log settings and retention
  6. Critical file and folder permissions
  7. Remote access and security
- 
11. Mobile Devices
    - a. Regularly examine SUPERINTENDENT’S policies and procedures related to administration of the mobile devices assigned to staff and students. The mobile devices include laptops, tablets and smartphones for both RCOE owned devices and personal devices brought onto SUPERINTENDENT’S network.
  
  12. Application Security Assessment and Mitigation
    - a. The primary objective is to assess how effectively and efficiently SUPERINTENDENT ensures that no single trusted IT system user, administrator, or vendor is able to exploit vulnerabilities in SUPERINTENDENT’S IT systems to accomplish and/or conceal an unauthorized diversion of SUPERINTENDENT’S assets. Identify where the risk exists and evaluate the controls designed to mitigate this risk. Regularly review, evaluate, and update, if necessary, of the following IT controls:
      1. Database administration practices.
      2. Production control practices.
  
  13. Users Awareness Training
    - a. Develop and update timely and relevant training material to raise the level of cybersecurity awareness of users throughout the organization.



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## **Cabrillo Point Academy**

### **Board Resolution 2021 – 11**

#### **Adoption of Cabrillo Point Academy Approving Student Awards**

WHEREAS, Ed Code 44015 allows for awards to pupils for excellence

WHEREAS, such awards shall not exceed \$200 unless a larger award is expressly approved by the governing board.

WHEREAS, The School is not requesting awards larger than \$200.

NOW THEREFORE BE IT RESOLVED, the School will provide the following awards for student achievement.

1. National Honor Society and National Junior Honor Society pins and certificates for students newly inducted into National Honor Society or National Junior Honor Society
2. National Honor Society cords for those graduates who successfully participated in National Honor Society
3. Honor cords for those graduates whose GPAs qualify for honor roll
4. Salutatorian sashes for those graduates whose GPAs qualify for salutatorian
5. Valedictorian medals for those graduates whose GPAs qualify for valedictorian
6. Graduation cords for those graduates who qualify for Golden State Merit, State Seal of Biliteracy, and CTE Pathways Completion
7. Pins and certificates for students who completed requirements for the President's Volunteer Service Award Program

### SECRETARY'S CERTIFICATE

I, \_\_\_\_\_, Secretary of the Board of Directors of Cabrillo Point Academy a California nonprofit public benefit corporation, County of \_\_\_\_\_, California, hereby certify as follows:

The attached is a full, true, and correct copy of the resolutions duly adopted at a meeting of the Board of Directors of Cabrillo Point Academy which was duly and regularly held on (date), at which meeting all of the members of the Board of Directors had due notice and at which a quorum thereof was present; and at such meeting such resolutions were adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

I have carefully compared the same with the original minutes of such meeting on file and of record in my office; the attached resolution is a full, true, and correct copy of the original resolution adopted at such meeting and entered in such minutes; and such resolution has not been amended, modified, or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand on - \_\_\_\_\_, 2021.

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Secretary of the Board of Directors of  
Cabrillo Point Academy

# Cabrillo Point Academy

## Board Meeting



December 9th, 2021





Celebrated at the DELAC meeting on December 1, 2021





CABRILLO POINT ACADEMY  
PRESENTS:

## STUDENT ENTREPRENEUR FAIR

ENTREPRENEUR FAIR ~ FRIDAY, DEC. 17TH  
10:30-12:30 ~ TEWINKLE PARK  
970 Arlington Dr. Costa Mesa 92626

*lell*  
Shop for the holidays and support a  
budding student entrepreneur.  
Invite your shopping buddies!  
Remember to bring CASH

NEW TO HOMESCHOOLING AND WANT TO LEARN MORE?  
JOIN US AND MEET WITH OUR FAMILY LIAISONS!

Brighten a child's day and spread some holiday cheer while you are shopping at the fair! We will be collecting new toys that will be donated through the Spark of Love Toy Drive. All toys will be donated to a local Orange County fire station that will be given to brighten a child's holiday this year!



COMMUNITY CONNECTIONS

## Gingerbread Fest & Entrepreneur Fair



Bring your Gingerbread creation for display and  
contest

Support our school peers at the Entrepreneur fair-  
many goods to choose from.

DEC. 17, 2021 | 10:30 AM  
TEWINKLE PARK, COSTA MESA

# Field Trips

We have hosted a total of 22 in person field trips in November and December with 1066 attendees!

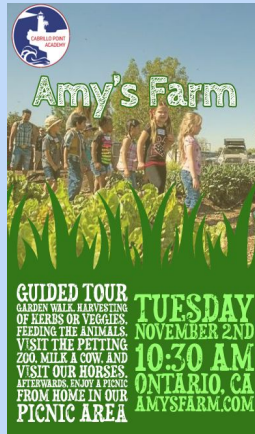


TANAKA FARMS  
**U-PICK WAGON RIDES**

**The Tanaka Farms**  
November 1, 2021 @ 10:30

Tickets: \$20

5380 3/4 University Dr.  
Irvine, CA 92612  
<https://www.tanakafarms.com/>



**Amy's Farm**

**GUIDED TOUR**  
GARDEN WALK, HARVESTING OF HERBS OR VEGGIES, FEEDING THE ANIMALS, VISIT THE PETTING ZOO, MILK A COW, AND VISIT OUR HORSES. AFTERWARDS, ENJOY A PICNIC FROM HOME IN OUR PICNIC AREA

**TUESDAY**  
**NOVEMBER 2ND**  
**10:30 AM**  
**ONTARIO, CA**  
**AMYSFARM.COM**



**AQUARIUM OF THE PACIFIC**

Wednesday - November 3rd  
10:00 am - 12:00 pm  
Tickets: \$22 / \$29



**MISSION**  
SAN JUAN CAPISTRANO  
1776

Monday, December 13  
9:30 am

Tickets  
\$16 / \$19

Audio Tour and Mission Matters Adobe Brick Making



**DAVEY'S LOCKER**  
**WHALE WATCHING**  
400 Main Street  
Newport Beach, CA 92661

December 1, 2021  
10:00AM-12:30PM

Tickets \$18.00  
Children 2 & Under \$8.00

<https://daveyslocker.com/>



**Santa Ana ZOO**  
AT PRENTICE PARK

**WEDNESDAY**  
**December 8th**  
**10am**

**TICKETS**  
**\$11 / \$14**

# Field Trips- Virtual

We have planned a total of 10 virtual field trips for November and December with over 100 attendees RSVP'd!



Virtual Field Trip  
Grades 2-5

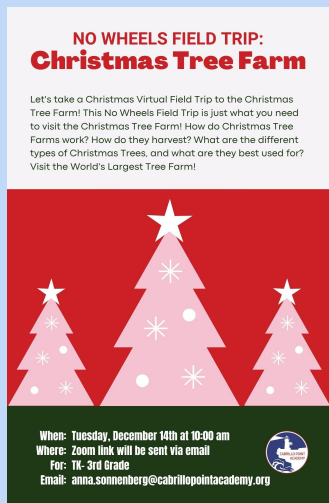
## CHRISTMAS Around The World

We will be visiting United States, Mexico, Germany, China, Egypt and Australia!

DEC 2 10AM

zoom link will be provided by email  
Questions? e-mail  
gina.eden@cabrillopointheademy.org

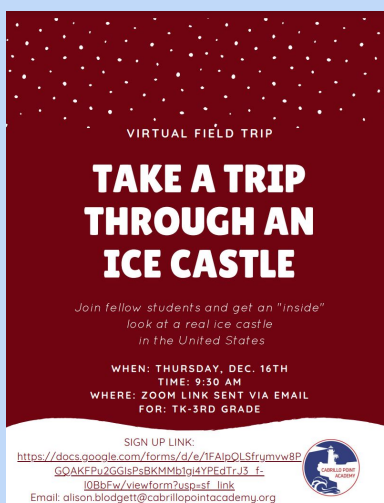
WWW.POSTERMWALL.COM



### NO WHEELS FIELD TRIP: Christmas Tree Farm

Let's take a Christmas Virtual Field Trip to the Christmas Tree Farm! This No Wheels Field Trip is just what you need to visit the Christmas Tree Farm! How do Christmas Tree Farms work? How do they harvest? What are the different types of Christmas Trees, and what are they best used for? Visit the World's Largest Tree Farm!

When: Tuesday, December 14th at 10:00 am  
Where: Zoom link will be sent via email  
For: TK- 3rd Grade  
Email: anna.sonnenberg@cabrillopointheademy.org



VIRTUAL FIELD TRIP

## TAKE A TRIP THROUGH AN ICE CASTLE

Join fellow students and get an "inside" look at a real ice castle in the United States

When: THURSDAY, DEC. 16TH  
Time: 9:30 AM  
Where: ZOOM LINK SENT VIA EMAIL  
For: TK-3RD GRADE

SIGN UP LINK:  
[https://docs.google.com/forms/d/e/1FAIpQLSfrumwBP\\_GQAKFPu2GGIsPsBKMb1g4YPedTrJ3\\_f-10BbFw/viewform?usp=sf\\_link](https://docs.google.com/forms/d/e/1FAIpQLSfrumwBP_GQAKFPu2GGIsPsBKMb1g4YPedTrJ3_f-10BbFw/viewform?usp=sf_link)  
Email: alison.blodgett@cabrillopointheademy.org



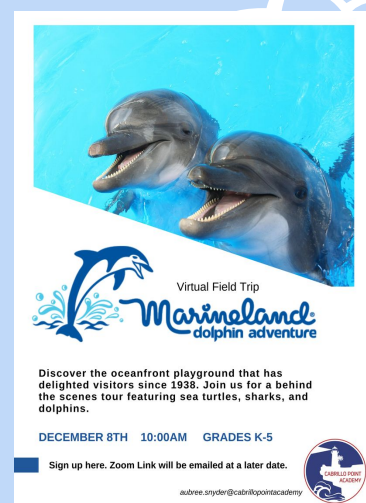
VIRTUAL FIELD TRIP

## How is Chocolate Made?

Come take a tour of a chocolate shop and see how they make such a yummy treat for all to enjoy

When: FRIDAY 12/17  
Time: 9:30 AM  
Who: TK - 5TH GRADE

SIGN UP:  
[https://docs.google.com/forms/d/e/1FAIpQLSfrumwBP\\_GQAKFPu2GGIsPsBKMb1g4YPedTrJ3\\_f-10BbFw/viewform?usp=sf\\_link](https://docs.google.com/forms/d/e/1FAIpQLSfrumwBP_GQAKFPu2GGIsPsBKMb1g4YPedTrJ3_f-10BbFw/viewform?usp=sf_link)  
Email: alison.blodgett@cabrillopointheademy.org



Virtual Field Trip

## Marineland dolphin adventure

Discover the oceanfront playground that has delighted visitors since 1938. Join us for a behind the scenes tour featuring sea turtles, sharks, and dolphins.

DECEMBER 8TH 10:00AM GRADES K-5

Sign up here. Zoom Link will be emailed at a later date.

alison.blodgett@cabrillopointheademy.org

# Parents on Course



December 2021	
Dec. 1st	CONCURRENT ENROLLMENT
Dec. 2nd	CONCURRENT ENROLLMENT
Dec. 2nd	CAREER TECHNICAL EDUCATION (CTE)
Dec. 7th	COLLEGE FINANCIAL AID
Dec. 9th	TUTORME
Dec. 9th	COLLEGE FINANCIAL AID
Dec. 14th	SUPPORTING STUDENTS IN CHALLENGING TIMES: CALMING BIG EMOTIONS

We are sending an email the morning of the training as a reminder with the login information

We have scheduled 11 Parents on Course Workshops for December and continuing to add workshops.

Attendance continues to increase!



# Charter School Development Center

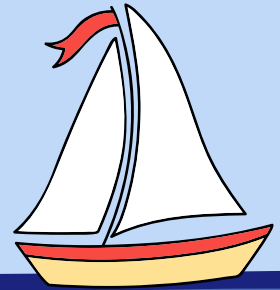


Cabrillo administrative team attended the 2 day conference to receive legislative and legal updates that currently affect charter schools



# New Hires - Welcome Aboard!

No new hires at this time





Thank you for your support!





## **CABRILLO POINT ACADEMY**

13915 Danielson St., #200, Poway, California 92064

Phone (619) 404-3190 \* Fax (619) 749-1792

### **Special Board Meeting – Cabrillo Point Academy**

November 18, 2021 – 4:00 pm

3152 Red Hill Ave., #150, Costa Mesa, CA 92626

Attendance: Caroline Moon, Sherri McFadden, Lisa Rumsey, Gloria Antonini, Natasha Brunstetter  
Through Teleconference

Also Present: Jenna Lorge, Erika Vanderspek  
Through Teleconference

### **Call to Order**

Caroline Moon called the meeting to order at 4:01 pm.

### **Approval of the Agenda**

- Sherry McFadden made a motion to approve the agenda with the removal of items 4, 5, and 10.
- Natasha Brunstetter seconded.
- Unanimous

### **Public Comments**

No public comments.

### **Discussion and Potential Action on the October Financials**

Tyler Myers presented the October Financials.

- Natasha Brunstetter motioned to approve the October financials. Lisa Rumsey seconded.
- Unanimous

### **Closed Session –**

- Caroline Moon made a motion to enter closed session at 4:08pm. Gloria Antonini seconded.
- Caroline Moon made a motion to end closed session at 4:43pm. Gloria Antonini seconded.
- Unanimous

### **Employee Performance Evaluation: Senior Director § 54956.9**

No action taken.

### **Senior Director's Report**

- a. Community Service Opportunities: Thanksgiving Card Exchange has 60 participants; Beach Clean Up Day in Huntington Beach
- b. 12 In-Person Field Trips in November with 498 attendees; 4 Virtual Fields trips with 28 attendees
- c. Staff is working on the Schoolwide Action Plan and preparing report for March 2022 mid-cycle visit
- d. Parents on Course training series addressed interactive read alouds, college applications, technology troubleshooting & gmail tips, student communication support

- e. 73 participants attended the NHS & NJHS Induction Ceremony; 25 students in NHS; 30 students in NJHS
- f. Testing section in parent newsletter highlights a different universal tool or designated support
- g. 1 New Hire: Jodi Aden, Education Specialist

#### **Consent Agenda**

- a. October Special Board Meeting Minutes
- b. 2021-2022 Compensation Policy
- c. Approve Consent Agenda Items - Caroline Moon made a motion to approve the Consent Agenda Items. Natasha Brunstetter seconded.  
-Unanimous

#### **Discussion and Potential Action on Resolution for Continuing School Board Authority to Hold Virtual Meetings Pursuant to AB 361**

- Sherri McFadden made a motion to approve the Resolution for Continuing School Board Authority to Hold Virtual Meetings. Gloria Antonini seconded.  
-Unanimous

#### **Closed Session – Conference with Legal Counsel – Anticipated Litigation (One Case) § 54956.9**

- Caroline Moon made a motion to open closed session at 5:12pm. Natasha Brunstetter seconded.
- Caroline Moon made a motion to end closed session at 5:14pm. Sherri McFadden seconded.  
-Unanimous
- No action taken.

#### **Announcement of Next Regular Scheduled Board Meeting**

December 9, 2021 @ 4:00pm

#### **Adjournment**

- Caroline Moon made a motion to adjourn at 5:15pm. Lisa Rumsey seconded.  
-Unanimous

#### **Prepared by:**

Erika Vanderspek

#### **Noted by:**

Board Secretary



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## Compensation Policy

### Dedication to Non-discrimination

It is the policy of Cabrillo Point Academy not to discriminate on the basis of race, religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations.

### Important Information

- This summary does not alter the at-will nature of the employment relationship and nothing in this summary shall limit the School's right to terminate employment at-will or limit the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. This includes, without limitation, the School's right to modify the compensation of any employee at any time, with or without notice and with or without cause.
- The School Board adopts this compensation schedule for Cabrillo Point Academy. Pay increases are not granted automatically each year; therefore, neither past nor future compensation can be calculated, assumed, or predicted on the basis of this schedule or any information contained herein. Compensation of any employee may also be adjusted at any time based on operational needs of the School.
- The Senior Director shall recommend compensation for all School staff, consistent with the budget approved by the School Board. An employee's regular compensation is paid on a semi-monthly basis in accordance with the School's payroll practices and policies.
- The School reserves the right to change, suspend, revoke, terminate, or supersede provisions of this compensation schedule at any time. To the extent any of provisions herein differ from the terms of an employee's employment agreement, the terms of the agreement shall prevail.

### Compensation Philosophy

A compensation philosophy is a statement that defines what an organization offers and chooses to reward via its compensation system. The School's compensation philosophy

places emphasis on equity, transparency, excellence, and commitment. These five key values are the foundation for all School compensation structures and practices.

We offer...

- comprehensive compensation packages for all staff, including base salary and benefits. Certain employees may be eligible for bonuses and stipends, as set forth herein
- a dynamic culture and vibrant community of colleagues united by shared dedication to students, a commitment to innovation, and a strong growth mindset
- unique career pathways, growth and development opportunities, and leadership roles that encourage staff to challenge themselves
- equitable compensation, regardless of gender, race/ethnicity, national origin, sexual orientation, age, religion, disability or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations
- a transparent and clearly communicated compensation system, so that staff understand what factors may determine individual compensation and how and when potential changes to compensation will be affected

We recognize and reward...

- exceptional performance and contributions that enable excellent student outcomes
- commitment of staff who contribute to the long-term success of our students and our organization

For teachers...

Given the role they play in providing educational services, teachers are particularly critical to the success of our mission. As such, we offer teacher compensation to attract and retain talented educators, and we specially recognize and reward:

- exceptional teacher performance that leads to growth and excellence for students
- commitment of teachers who develop deep, high-quality educational experience (within or outside of the School) and assume critical leadership responsibilities

## **CERTIFICATED COMPENSATION**

### Certificated Definition:

For the purpose of this policy, certificated is defined as any position that requires a certificate and/or credential as defined by the California Teaching Commission (CTC).

### Teacher Definition:

For purposes of this schedule, a Teacher is defined as a person who has a valid credential or certificate that allows them to teach a specific subject matter or special education

### Salary Placement Guidelines:

Upon hire, each employee's salary placement will be calculated based on the YEAR an employee fits, and in accordance to the professional and teaching experience gathered in previous years in the institutions outlined in this manual and on other factors such as prior performance (which includes a rehired employee).

The starting salary of a new employee may exceed the salary of a current employee in the same position based on the new employee's years of experience.

### Creditable Years of Experience:

- The School has the option to grant one (1) YEAR for each one (1) year of approved creditable teaching or professional experience up to 5 (five) years with placement on year 5 (five).
- An additional year may be granted for teachers who have school-desired experience in what the school determines to be “hard-to-staff” positions.
- One year of creditable professional or teaching experience will be granted for full-time employment, which is employment for 100% of an institution’s normal work schedule during the school year
- A partial year of creditable professional or teaching experience can be granted for up to a year of part-time employment, which is less than 100% of an institution’s normal work schedule during the school year.
- Creditable professional or teaching experience may be earned in:
  - California and US public, charter, and private elementary and secondary schools
  - Accredited foreign public, charter, and private elementary and secondary schools
  - California, US, and foreign accredited universities and colleges
  - Non-public special education contract schools for special education teachers
  - Other regionally accredited educational institutions
- Creditable teaching experience is experience as a teacher in one of the institutions outlined above.
- ~~• A maximum of 2 years of substitute teaching experience in California and US public, charter, and private elementary or secondary schools may be accepted.~~
- ~~• Two years of teacher assistant experience in the above institutions will be equal to 1 YEAR in the salary schedule up to a maximum of 2 YEARS.~~
- Other relevant professional experience may be considered by the Senior Director or designee.

The Senior Director or his or her designee may adjust a rehired teacher’s placement on the pay scale as appropriate based on the employee’s accumulated experience following the teacher’s separation from the School, which may result in a higher or lower placement on the scale than the teacher would have otherwise been placed had the teacher been continuously employed.

#### Credential/Certification:

- Teachers holding a valid and active credential (i.e., preliminary, clear, lifetime) California teaching certificate at the time of hiring/rehiring will generally be compensated in accordance with the applicable teacher salary table (B Basis, C Basis or Special Education) for certificated teachers.
- The School may hire teachers with a bachelor’s degree who do not hold a clear teaching credential. Staff holding an alternative certification (intern, emergency, or preliminary credential) are rated on the same salary teacher table as certificated teachers.
- A teacher is eligible to advance to the proper Pay Scale level once they meet the requirement for that specific Pay Scale Level and Group based on their creditable years of service and post-Bachelor degree units, if applicable. Course work is creditable for row placement and advancement if it is a course taken for credit at an accredited institution, reasonably related to the employee’s assignment or future

assignment, and posted as semester, quarter, or trimester units on an official transcript in the institution's graduate course number series

- For any given school year, teachers must submit any successfully completed post-BA units no later than October 31 in order for the units to be applied to the teacher's salary in that school year. Any proof of successfully completed post-BA units submitted to the School after October 31 will not result in an adjustment to compensation until the following school year.
- Any increase in pay resulting from an advancement on the Pay Scale based on the successful completion of post-BA units will not take effect until after the School's receipt of sufficient documentation supporting the advancement. Pay increases for post-BA units will not be paid retroactively. For illustration purposes, if a teacher completes graduate level coursework on January 15 and provides an official transcript on May 1, any advancement on the Pay Scale and increase in pay will be effective beginning the next school year. The teacher will not be paid at the higher rate of compensation retroactively (i.e., for the periods between January 15 and July 1).
- If a teacher completes graduate level coursework on August 15 and provides an official transcript on October 20, any advancement on the Pay Scale and increase in pay will be effective beginning the first pay period following October 20. The teacher will not be paid at the higher rate of compensation during the periods between August 15 and October 31. The teacher would receive the advancement starting the next pay period of November 1-15.
- For teachers with less than 98 units, the maximum number of years of service that can be accumulated is 10 years. To add additional years of service, teachers must obtain 98 or more units. The year in which 98 or more units is achieved, the teacher will finish out that year as year 10. They will then advance in years of service the preceding school years as outlined on the salary schedule.

#### Advanced Degree/Certificate Stipends:

- Teachers who hold a Doctoral degree are entitled to additional compensation of \$3,000 stipend in addition to their current annual salary on the Salary Table.
- The stipend is not included in your annual salary and may be processed separately from regular earnings.
- National Board Certificate (NBC) holders are entitled to a \$3,000 stipend in addition to current annual salary on the Salary.
- Proof of National Board Certificate (NBC) and Doctoral Degrees must be submitted by October 31 in order for stipend to be paid for that year. Any submission after October 31 will result in stipend for the following year.
- The stipends will be paid as set forth in the Stipend Chart below.

#### Signing Bonus:

If the School decides to issue signing bonuses, the following requirements shall apply.

- Signing bonuses may be offered to teachers certified in an area of critical concern as defined by the School, to promote diversity, or to address specific concerns at the school.
- The Senior Director shall designate the individuals authorized to receive the signing bonus.
- The signing bonus must be approved by the Board.
- To qualify for a signing bonus, the teacher must:
  - be certified in the field they are hired to teach.
  - teach in that field of the bonus.

#### Supplemental Duty Stipends:

- Stipends are assigned and approved by the Senior Director or his/her designee at the beginning of the school year or semester or as otherwise noted in the chart below.
- Staff who perform the supplemental duties outlined in the table below are eligible to receive the corresponding stipends as indicated and only if assigned/awarded to the staff member by the Senior Director or his/her designee. The number of stipends awarded under each category and/or the periods of service during the school year are at the sole discretion of the Senior Director or his/her designee.
- Supplemental duty stipends are authorized for the specific year assigned and are not renewed for the future years unless specifically authorized for those years. This means additional duties such as Student Support Coordinator, SPED Lead Teacher, etc. are assigned on a year by year basis and are not guaranteed responsibilities that carry over from year to year.
- Supplemental pay will cease when there is no need for the duty, the employee becomes ineligible or as otherwise determined in the sole discretion of the School.
- The School, in its sole discretion, may choose not to offer certain stipends
- Stipend amounts and requirements will be reviewed periodically and may be modified from time to time at the sole discretion of the School.
- Supplemental duty stipends are prorated and will be paid as set forth in the below Stipend Chart, once the Supplemental duty has started.  
Student stipends are paid bi-monthly based on the teacher roster from August through June according to the teacher work calendar  
The Senior Director has been delegated authority to change the stipend amounts and add or change stipends based on the need of the school throughout the year in line with the board adopted budget.

#### Medical Opt-Out Stipend:

- Employees may elect not to enroll in any of the medical plans offered by the Charter School. The employee must certify that they have medical coverage for themselves and eligible dependents elsewhere that is comparable to one of the plans offered by the Charter School. They will receive an employer contribution of \$250 per month.

#### Voluntary Transfer to Lower Role Placement or Teaching position:

- Employees approved to voluntarily transfer to a position in a lower placement on the salary scale will be placed in the new salary placement or teacher salary schedule, and the salary will be calculated as it is in the new placement or schedule.

#### Additional Supplement Bonus ("Supplement"):

The Senior Director may recommend a Supplement for teachers as set forth in this section.

- A Senior Director, in his or her sole discretion, shall determine what duties shall be supplemented based upon the operational needs of the school.
- A supplement is not automatic, and can be provided at the discretion and approval of the Senior Director, based on additional work beyond the regular work responsibilities.
- A supplement will be paid to the employee in accordance with the schedule provided by the School at the time of supplement award.
- The supplemental award shall not exceed \$35,000 or 50% of annual salary.
- All supplements listed are paid for the performance of duties beyond the regular work day and normal job responsibilities and are not approved solely on the basis of position classification or previous supplement payment. Additional time spent



fulfilling job duties does not constitute a basis for compensation beyond the teachers' regular salary.

- Teacher supplements will be set forth in a Supplement Performance Order. The Supplement Performance Order Request shall be completed and signed by the teacher and the Senior Director prior to performing the supplemental duties.
- Supplements will be paid in installments or one lump sum if less than \$1,001. However, this option will not be available where it would cause the employee to receive compensation prior to providing the service.
- Additional Supplements may include things such as Winter Break Coverage, Extra Student Pay and Enrollment Milestones.
- To qualify for an extended duty supplement, the following criteria must be met as requested and assigned by the Senior Director:
  - 1. The Senior Director must first agree with the teacher on the terms
  - 2. The supplemental work must be separate from the normal job responsibilities.
  - 3. The work must be completed or in the progress of being completed.

### Part-time Teachers:

For all part-time teachers.

- **Part-time/Full time Status:** Compensation for part-time teachers will be \$30.00 per hour. Estimated hours for part-time teachers each week includes a maximum of 10 hours per week for approved non-instructional activities (recruiting, planning, grading, parent conferences, etc.) and one (1) additional hour per week per enrolled student. Part-time teachers are pre-approved for the hours according to the chart below. This allotted time should be sufficient to complete each part-time teacher's duties. All time worked will be compensated at the part-time teacher's hourly rate. Part-time teachers will work no more than the number of approved hours per week specified in the chart for the 5 floating days in July. If a part-time teacher anticipates exceeding the number of approved hours per week due to the attendance in the back to school training sessions, the teacher must obtain prior approval.

1	<b>Part Time Teacher Hourly Table</b>																			
2																				
3	<b>Number of regularly enrolled students</b>	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
4																				
5	<b>Number of approved hours <i>per week</i></b>	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
6																				
7																				
8	<b>Please Note:</b>																			
9	No more than your max approved hours should be worked in one calendar week without prior approval																			
10	No more than 8 hours can be worked in one day																			
11	Any time over 5 hours in a day must include a scheduled lunch																			
12	No hours may be worked on Holidays																			
13	No hours are approved over school breaks																			
14	(ex. Thanksgiving, Winter, Presidents Week, Spring Break)																			
15																				

- Part-time teachers must accurately record and timely submit records of all time worked and observe all lunch and rest breaks as outlined in the School's employee handbook. Part-time employees may not work overtime (i.e., over 8 hours in a workday or 40 hours per workweek) without written authorization from their direct supervisor.

When a case load of 20 students is reached, employees may be rated in and placed on a

salary table and given health care benefits contingent upon the teacher's expected maintenance of a case load at the norm of 28 students for full-time teachers. Carrying a case load of less than 28 students over a course of three (3) consecutive months may result in a return to part time status.

### **Part Time HQT Hourly Schedule**

<b>Number of Sections Covered</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>5</b>
<b>Number of Approved Hours Per Week</b>	15	20	25	30

## **CLASSIFIED COMPENSATION**

### **Experience and Placement**

- Each classified employee will be placed on the salary schedule based on their creditable years of experience, which will be categorized as equivalent or applicable experience.
- Equivalent experience is the directly related experience of an employee to the position held or hired. Applicable experience is the other administrative, teaching, or professional experience which is not directly related to the position held or hired.
  - Example: Office Manager experience at a private school is accepted as equivalent experience for a person in the Office Manager position, but teaching experience will be applicable experience.
  - Example: SPED instructional aide at a school district, or a company may be equivalent experience for the SPED instructional aide position, but SPED center aide will be applicable experience.
- The evaluation of prior experience and placement on the Salary Scale will be recommended by the Human Resources Department and the Senior Director or designee makes the final decision, consistent with the School's approved budget.
- The following criteria will be considered in the evaluation of prior experience:
  - The number of days worked in a year must be at least 180 days as a full-time employee
  - The percentage of days worked
  - Position held
  - Type of the organization and accreditation
- Each equivalent year of creditable experience will be equal to 1 YEAR, and each year of creditable applicable experience will be equal to a 0.5 YEAR. If the total years of experience is a fraction of a whole, it will be rounded up.
  - Example: 3.5 YEARS will be rounded to 4.0 YEARS of experience.
- Rehired employee's years of experience in the same or higher salary placements will be treated as equivalent experience.
- The starting salary of a new employee may exceed the salary of a current employee in the same position based on the creditable years of experience as defined herein.
- Creditable experience may be earned from other schools, districts or any other employer.
- The Senior Director shall recommend the creation of new positions as needed and will evaluate and recommend placement of the new positions in the appropriate role, together with any necessary budget adjustments required, to be approved by the School Board

## **Role/Salary Placements**

All positions are classified according to the corresponding role and/or salary placements based on the required set of skills, education, effort, and responsibility of the job assignment as indicated in the specific job description. All positions may be reclassified as necessary by the Senior Director or designee. Some hard-to staff positions may be compensated out of the salary schedule as approved by the Senior Director.

## **Advancements on Pay Scale**

- An advancement on the Pay Scale is the placement of an employee from a position in a lower salary placement to a position in a higher salary placement and will be determined on the same basis and factors articulated herein.

## **Lateral Transfer**

- A lateral transfer is the movement of an employee from one position to another within the same salary placement. The employee may continue to progress in the same salary placement as experience in the position is accumulated. Prior experience will not be re-evaluated for purposes of placement or advancement in the new salary placement.

## **Partial Assignments**

- In cases where a classified employee has been given multiple assignments (e.g. a SPED coordinator with partial ESL duties), the employee will be placed on the salary schedule (or salary placement) with the higher salary.

## **Reassignments**

- Employees approved to voluntarily transfer to a position in a lower placement on the salary scale, if applicable, will be placed in the new salary placement, and the salary will be calculated as it is in the new placement or schedule
- When an employee is reassigned for any reason to a position in a lower salary placement, the employee's salary will be lowered during the next payroll cycle, or when determined by the Senior Director to avoid disruption so long as it is not earlier than the next payroll period.

## **Rehires**

- A former employee who returns to a position similar to the role held prior to separation will be placed on the salary scale as follows:
  - The converted grade and step of individuals who separated employment will be identified for appropriate entry placement on the salary scale.
  - All applicable work experience earned outside of Cabrillo Point Academy, subsequent to separation, may be identified and used for credit as equivalent experience in accordance with the creditable years of service as described herein.

## **Experience – Nonexempt Employees**

- Each nonexempt employee will be placed on the salary schedule based on their years of relevant experience. Although non-exempt employees may be paid a monthly salary (paid on a semi-monthly basis), all non-exempt salaried employees will be paid for all hours worked and are eligible for overtime in accordance with applicable law. Employees should receive approval from their supervisor before working overtime.
- The evaluation of prior experience will be made by the Senior Director or his/her designee. The following criteria, among others, may be considered in evaluation of prior experience:

- The number of days worked in a year must be at least 180 days as a full time employee
- The percentage of days worked
- Position held
- Type of the organization and accreditation
- Experience including secretarial, clerical, teaching, professional, and substitute experience may be credited.
- Each year of experience may be 1 YEAR in the schedule.
- The starting salary of a new employee may exceed the salary of a current employee in the same position based on their years of experience.
- Experience may be earned in other districts or other companies.
- The Senior Director or his or her designee may adjust a rehired non-exempt employee's placement on the pay scale as appropriate based on the employee's accumulated relevant experience following the employee's separation from the School, which may result in a higher or lower placement on the scale than the employee would have otherwise been placed had the employee been continuously employed. Adjustments to an employee's salary may be made in any subsequent school year.

**Additional Supplement Bonus ("Supplement"):**

The Senior Director may recommend a Supplement for classified staff members as set forth in this section.

- A Senior Director, in his or her sole discretion, shall determine what duties shall be supplemented based upon the operational needs of the school.
- A supplement is not automatic, and can be provided at the discretion and approval of the Senior Director, based on additional work beyond the regular work responsibilities.
- A supplement will be paid to the employee in accordance with the schedule provided by the School at the time of supplement award.
- The supplemental award shall not exceed \$35,000 or 50% of annual salary.
- All supplements awarded are paid for the performance of duties beyond the regular work day and normal job responsibilities and are not approved solely on the basis of position classification or previous supplement payment. Additional time spent fulfilling job duties does not constitute a basis for compensation beyond the classified staff members' regular salary.
- Classified staff member's supplements will be set forth in a Supplement Performance Order. The Supplement Performance Order Request shall be completed and signed by the classified staff member and the Senior Director prior to performing the supplemental duties.
- Supplements will be paid in installments or one lump sum if less than \$1,001. However, this option will not be available where it would cause the employee to receive compensation prior to providing the service.
- Additional Supplements may include things such as Winter Break Coverage and Enrollment Milestones.
- To qualify for an extended duty supplement, the following criteria must be met as requested and assigned by the Senior Director:
  - 1. The Senior Director must first agree with the classified staff member on the terms

- 2. The supplemental work must be separate from the normal job responsibilities.
- 3. The work must be completed or in the progress of being complete.

#### APPENDICES:

Stipend Chart

Salary & Pay Schedules

Revised: December 9, ~~October 27~~, 2021

**Cabrillo Point Academy**  
**July 1, 2021 – Stipend Chart**  
**Page 1 of 7**

Description	Amount	Eligibility	Eligibility Start	Period Paid
<b>504 Coordinator</b>	\$15,000	Assigned Position: Paid to certificated teachers who facilitate 504 meetings.	Eligibility starts at the beginning of the school year and once the supervising begins.	Paid bimonthly over 12 months; July - June. Will be prorated based on period of service during the school year.
<b>Academic Decathlon Coach/Advisor</b>	\$2,500	Assigned Position: Paid to a certificated teacher to teach Academic Decathlon courses and prepare students for competition.	Eligibility starts at the beginning of the school year and once the support begins.	Paid biweekly over 10 months of the student calendar. Will be prorated based on period of service during the school year.
<b>Academic Pentathlon Coach/Advisor</b>	\$2,500	Assigned Position: Paid to a certificated teacher to teach Academic Pentathlon courses and prepare students for competition.	Eligibility starts at the beginning of the school year and once the support begins.	Paid biweekly over 10 months of the student calendar. Will be prorated based on period of service during the school year.
<b>Career Technical Education (CTE)</b>	\$5,000	Paid to CTE credentialed teachers who applied and received the position to be on the team.	Eligibility starts at the beginning of the school year or whenever job duties begin, whichever is later.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.
<b>CHYA Stipend</b>	\$2,500	Assigned Position: Paid to a certificated teacher to provide office hours and instruction/support with CHYA curriculum.	Eligibility is earned after service has been completed from start date to end date.	Paid as a lump sum after completion of the work.

**Cabrillo Point Academy**  
**July 1, 2021 – Stipend Chart**  
**Page 2 of 7**

Description	Amount	Eligibility	Eligibility Start	Period Paid
<b>Doctoral Degree Stipend</b>	\$3,000	Provided to teachers who hold a doctorate degree.	For current employees who obtain the certification before October 31 of the current school year.	Paid in 2 installments in December and in March. The total stipend amount will only be paid to current employees.
<b>ELD Teacher Stipend</b>	\$15,000	Assigned Position: Paid to credentialed teacher who applied and received the position to facilitate designated ELD instruction for EL students.	Eligibility starts at the beginning of the school year and once the supervising begins.	Paid bimonthly over 12 months; July - June. Will be prorated based on period of service during the school year.
<b>Elementary Explorers on Course Lead Teacher Stipend</b>	\$18,000	Assigned Position: Paid to a credentialed teacher who applied and received the position to coordinate Mission 2 Learn classes.	Eligibility starts at the beginning of the school year.	Paid biweekly over 10 months of the student calendar. Will be prorated based on period of service during the school year.
<b>Elementary Explorers on Course Teacher Stipend</b>	\$15,000	Assigned Position: Paid to a credentialed teacher who applied and received the position to teach Mission 2 Learn classes.	Eligibility starts at the beginning of the school year.	Paid biweekly over 10 months of the student calendar. Will be prorated based on period of service during the school year.
<b>Extended School Year (ESY) Stipend</b>	\$3,500	Paid to special education teachers who provide services during ESY.	Eligibility is earned after service has been completed from start date to end date.	Paid in 2 installments during each of the 2 pay periods of ESY.

**Cabrillo Point Academy**  
**July 1, 2021 – Stipend Chart**  
**Page 3 of 7**

Description	Amount	Eligibility	Eligibility Start	Period Paid
<b>Extra Student Stipend</b>	\$100/month/student over required roster limit	If the Senior Director assigns additional students to the employee's full-time load, the employee will receive \$100/month per student.	Becomes eligible once their rosters surpass required roster limits.	Paid bimonthly over the course of the student days of attendance. Will be prorated based on period of service during the school year.
<b>High School Academic Support Coordinator</b>	\$10,000	Assigned Position: Paid to a credentialed teacher who applied and received the position to be a lead for the team.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 12 months; July - June. Will be not prorated. It is a set amount regardless of when hired for the position.
<b>Highly Qualified Teacher Extra Course Stipend</b>	\$450/payperiod for each section of Edgenuity coverage and \$670/payperiod for each section of ChoicePlus Academy coverage	Provided to single subject credentialed teachers who teach additional coursework beyond a full load in ChoicePlus Academy or Edgenuity programs.	Eligibility starts at the beginning of the school year and once the teaching begins.	Paid bimonthly over 10 months of the student calendar.
<b>Highly Qualified Teacher Summer School Stipend</b>	\$30.00/hour	Provided to single subject credentialed teachers who teach additional coursework for high school summer school courses.	Eligibility starts at the beginning of June.	Paid bimonthly over 2 months; June - July. Will be prorated based on period of service during the school year.



**Cabrillo Point Academy**  
**July 1, 2021 – Stipend Chart**  
**Page 4 of 7**

Description	Amount	Eligibility	Eligibility Start	Period Paid
<b>HST - Middle School/High School Stipend</b>	\$5,000	Assigned Position: Paid to a credentialed teacher who applied and received the position.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 12 months; July – June. Will be prorated based on period of service during the school year.
<b>Induction Coach Stipend</b>	\$500/teacher/semester	Paid to credentialed teachers who work with teachers who are working toward clearing their credential.	Eligibility starts at the beginning of the school year or whenever job duties begin, whichever is later.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.
<b>Intervention Support Coordinator Stipend</b>	\$15,000	Assigned Position: Paid to certificated teachers who facilitate direct instruction classes for students who are identified for tier 1, 2, and 3 intervention.	Eligibility starts at the beginning of the school year and once the supervising begins.	Paid bimonthly over 12 months; July - June. Will be prorated based on period of service during the school year.
<b>Lead Community Coordinator Stipend</b>	\$12,000	Assigned Position: Paid to a certificated teacher who facilitates regular events for the Community Connections program.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 12 months; July – June. Will be prorated based on period of service during the school year.
<b>Medical Benefit Opt-Out Stipend</b>	\$3,000	Provided to employees who opt out of medical benefit coverage.	Eligibility starts at the beginning of the school year.	\$125 paid bimonthly over 12 months; July - June. Will be prorated based on period of service during the school year.

**Cabrillo Point Academy**  
**July 1, 2021 – Stipend Chart**  
**Page 5 of 7**

Description	Amount	Eligibility	Eligibility Start	Period Paid
<b>Mileage Stipend</b>	\$500 per semester/ \$1,000 per year	Certificated employees who carry a roster and must travel to student monthly meetings.	Eligibility starts at the beginning of the school year and once the teaching begins.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.
<b>MOU Coordinator</b>	\$8,400.00	Assigned Position: Paid to designated director to provide support for all employees that are on the shared staff MOU	Eligibility starts at the beginning of the school year paid July-June.	Paid bimonthly over 12 months; July-June. Will be prorated based on period of service during the school year.
<b>National Board Certification (NBC) Stipend</b>	\$3,000	Provided to teachers who have been awarded the National Board Certification.	For current employees who obtain the certification before October 31 of the current school year.	Paid in 2 installments in December and in March. The total stipend amount will only be paid to current employees.
<b>Phone/ Internet/ Utilities Stipend</b>	\$956.16	Provided to all employees for work expense, including phone, internet, and utilities costs.	For all current employees. Eligibility starts at the beginning of the school year paid bimonthly July - June.	\$39.84 paid bimonthly over July - June. Will be prorated based on period of service during the school year.
<b>Professional Development Presenter</b>	\$500	Assigned Position: Paid to a credentialed teacher who develops and delivers an approved professional development topic.	Eligibility is earned after service has been completed from start date to end date.	Paid in lump sum after the completion of the work.

Description	Amount	Eligibility	Eligibility Start	Period Paid
<b>Regional Coordinator - Middle School/High School Stipend</b>	\$5,000	Assigned Position: Paid to a credentialed teacher who applied and received the position.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 12 months; July - June. Will be prorated based on period of service during the school year.
<b>School Counselor Extra Duties Stipend</b>	\$8,500	Assigned Position: Paid to a credentialed school counselor who applied and received the position to fulfill extra duties.	Eligibility starts at the beginning of the school year.	Paid twice a month over 12 months.
<b>Special Programs Lead Stipend</b>	\$6,000	Assigned Position: Paid to a credentialed teacher who applied and received the position to be the lead for their RC team.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 12 months; July - June. Will be prorated based on period of service during the school year.
<b>SPED Lead Teacher Stipend</b>	\$1,000	Assigned Position: Must be in a leadership role and an authority in compliance, training and support in the field of special education.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 10 months of the student calendar. Will be prorated based on period of service during the school year.
<b>SPED Teacher Stipend</b>	Mild/Moderate \$150/month per extra student. Moderate/Severe or Moderate/Sever Transition \$400/month per extra student.	If the Special Education Director assigns additional students to the employee's full-time caseload, the employee will receive \$150/month per student in the mild/moderate program, \$400/month per student in the moderate/severe program or m/s transition program.	Becomes eligible once rosters surpass required roster limits (which may be retroactive to the start of the 2021-2022 school year).	Paid bimonthly over 10 months of the student calendar.

<b>Student Support Coordinator Stipend</b>	\$15,000	Assigned Position: Paid to certificated teachers who facilitate SST meetings.	Eligibility starts at the beginning of the school year and once the supervising begins.	Paid bimonthly over 12 months; July - June. Will be prorated based on period of service during the school year.
<b>Staff Development Coordinator</b>	\$8,500	Assigned Position: Paid to a designated HST who applied and received the position to train Homeschool Teachers in best practices through training, collaboration and professional development.	Eligibility starts at the beginning of the school year and once the coaching begins.	Paid bimonthly over 12 months; July - June. Will be prorated based on period of service during the school year.
<b>Testing Team Lead Stipend</b>	\$3,000	Assigned Position: Paid to a credentialed teacher who applied and received the position to be the lead for their RC team.	Eligibility starts at the beginning of the school year once the teachers come back 8/2/21.	Paid bimonthly over 12 months; July - June. Will be prorated based on period of service during the school year.

Cabrillo Point Academy  
Homeschool Teacher (HST)  
July 1, 2021 – Salary Schedule

PAY SCALE GROUP	PAY SCALE LEVEL									
Points*	1	2	3	4	5	6	7	8	9	10
A (Minimum)	\$59,800**	\$59,800**	\$59,800	\$59,800	\$59,800	\$59,800	\$59,800	\$59,800	\$59,800	\$59,800
B ( + 14 points)	\$59,800**	\$59,800**	\$59,800	\$59,800	\$59,800	\$59,800	\$59,800	\$59,800	\$59,800	\$62,121
C ( + 28 points)	\$59,800	\$59,800	\$59,800	\$59,800	\$59,800	\$59,800	\$59,800	\$59,800	\$61,463	\$64,688
D ( + 42 points)	\$59,800	\$59,800	\$59,800	\$59,800	\$59,800	\$59,800	\$59,800	\$60,683	\$63,917	\$67,254
E ( + 56 points)	\$59,800	\$59,800	\$59,800	\$59,800	\$59,800	\$59,800	\$60,683	\$64,071	\$66,330	\$69,821
F ( + 70 points)	\$59,800	\$59,800	\$59,800	\$59,800	\$59,800	\$59,862	\$62,069	\$65,355	\$68,769	\$72,388
G ( + 84 points)	\$59,800	\$59,800	\$59,800	\$59,800	\$59,862	\$62,069	\$64,277	\$67,640	\$71,208	\$74,955
H ( + 98 points)	\$59,800	\$59,800	\$59,800	\$59,862	\$62,069	\$64,071	\$66,484	\$69,975	\$73,672	\$77,522

Additional Pay Scale Levels

	11	12	13	14
(continued) H ( + 98 points)	\$80,089	\$82,656	\$85,223	\$87,790

H15	H20	H25	H30
\$90,357	\$92,924	\$95,491	\$97,545

NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

\*Annualized salary includes 196 work days. The 196 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

\*\* Staff holding an alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2.

\*\*\*Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school Board.

Cabrillo Point Academy  
Highly Qualified Teacher (HQT)  
July 1, 2021 – Salary Schedule

PAY SCALE GROUP

PAY SCALE LEVEL

Points*	1	2	3	4	5	6	7	8	9	10
A (Minimum)	\$59,850**	\$59,850**	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860
B ( + 14 points)	\$59,850**	\$59,850**	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860	\$65,512
C ( + 28 points)	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860	\$64,855	\$68,081
D ( + 42 points)	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860	\$64,074	\$67,311	\$70,651
E ( + 56 points)	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860	\$63,252	\$67,439	\$69,726	\$73,220
F ( + 70 points)	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860	\$62,327	\$65,461	\$68,749	\$72,166	\$75,789
G ( + 84 points)	\$59,860	\$59,860	\$59,860	\$59,860	\$61,402	\$64,459	\$67,670	\$71,036	\$74,607	\$78,358
H ( + 98 points)	\$59,860	\$59,860	\$59,860	\$60,374	\$63,354	<del>\$65,540</del> \$66,540	\$69,880	\$73,374	\$77,073	\$80,927

Additional Pay Scale Levels

	11	12	13	14
(continued) H ( + 98 points)	\$83,496	\$86,065	\$88,634	\$91,203

H15	H20	H25	H30
\$93,773	\$96,342	\$98,911	\$100,966

NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

\*Annualized salary includes ~~196~~ 191 work days. The ~~196~~ 191 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

\*\* Staff holding an alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2.

\*\*\*Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school Board.

Cabrillo Point Academy  
Special Education (SPED) Teacher  
July 1, 2021 – Salary Schedule

PAY SCALE GROUP

PAY SCALE LEVEL

Points*	1	2	3	4	5	6	7	8	9	10
A (Minimum)	\$61,510**	\$61,510**	\$61,521	\$63,316	\$63,316	\$63,316	\$63,316	\$63,316	\$63,316	\$63,316
B ( + 14 points)	\$61,510**	\$62,165**	\$63,316	\$63,316	\$63,316	\$63,316	\$63,316	\$63,316	\$63,316	\$69,648
C ( + 28 points)	\$63,316	\$63,316	\$63,316	\$63,316	\$63,316	\$63,316	\$63,316	\$63,316	\$68,910	\$72,526
D ( + 42 points)	\$63,316	\$63,316	\$63,316	\$63,316	\$63,316	\$63,316	\$63,316	\$68,036	\$71,663	\$75,404
E ( + 56 points)	\$63,316	\$63,316	\$63,316	\$63,316	\$63,316	\$63,316	\$67,115	\$71,806	\$74,368	\$78,282
F ( + 70 points)	\$63,316	\$63,316	\$63,316	\$63,316	\$63,316	\$66,079	\$69,591	\$73,274	\$77,102	\$81,160
G ( + 84 points)	\$63,316	\$63,316	\$63,316	\$63,316	\$65,043	\$68,468	\$72,065	\$75,836	\$79,836	\$84,038
H ( + 98 points)	\$63,316	\$63,316	\$63,316	\$63,892	\$67,230	\$70,799	\$74,541	\$78,455	\$82,599	\$86,916

Additional Pay Scale Levels

	11	12	13	14
(continued) H ( + 98 points)	\$89,794	\$92,672	\$95,550	\$98,428

H15	H20	H25	H30
\$101,306	\$104,184	\$107,062	\$109,364

NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

\*Annualized salary includes ~~196~~ 191 work days. The ~~196~~ 191 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

\*\* Staff holding an alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2.

\*\*\*Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school Board.

Cabrillo Point Academy  
Counselor  
July 1, 2021 – Salary Schedule

PAY SCALE GROUP

PAY SCALE LEVEL

Points*	1	2	3	4	5	6	7	8	9	10
A (Minimum)	\$59,850**	\$59,850**	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860
B ( + 14 points)	\$59,850**	\$59,850**	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860	\$65,512
C ( + 28 points)	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860	\$64,855	\$68,081
D ( + 42 points)	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860	\$64,074	\$67,311	\$70,651
E ( + 56 points)	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860	\$63,252	\$67,439	\$69,726	\$73,220
F ( + 70 points)	\$59,860	\$59,860	\$59,860	\$59,860	\$59,860	\$62,327	\$65,461	\$68,749	\$72,166	\$75,789
G ( + 84 points)	\$59,860	\$59,860	\$59,860	\$59,860	\$61,402	\$64,459	\$67,670	\$71,036	\$74,607	\$78,358
H ( + 98 points)	\$59,860	\$59,860	\$59,860	\$60,374	\$63,354	<del>\$65,540</del> \$66,540	\$69,880	\$73,374	\$77,073	\$80,927

Additional Pay Scale Levels

	11	12	13	14
(continued) H ( + 98 points)	\$83,496	\$86,065	\$88,634	\$91,203

H15	H20	H25	H30
\$93,773	\$96,342	\$98,911	\$100,966

NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

\*Annualized salary includes 196 work days. The 196 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

\*\* Staff holding an alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2.

\*\*\*Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school Board.



Cabrillo Point Academy  
 Certificated Support  
 July 1, 2021 – Salary Schedule

SCHOOL PSYCHOLOGIST AND PROGRAM SPECIALIST

Step	1-2	3-4	5-6	7-8	9-10	11-13+
Salary	\$82,700	\$85,760	\$90,050	\$94,560	\$99,280	\$104,250

SPEECH/LANGUAGE PATHOLOGIST

Step	1-2	3-4	5-6	7-8	9-10	11-13+
Salary	\$75,620	\$79,600	\$83,800	\$88,210	\$92,850	\$97,490

NURSE

Step	1-2	3-4	5-6	7-8	9-10	11-13+
Salary	\$71,920	\$75,510	\$78,880	\$82,850	\$86,990	\$91,340

OCCUPATIONAL THERAPIST and MENTAL HEALTH THERAPIST/SOCIAL WORKER

Step	1-2	3-4	5-6	7-8	9-10	11-13+
Salary	\$72,100	\$75,870	\$79,860	\$84,070	\$88,510	\$93,150

\*NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

\*\*Annualized salary includes 201 work days. The 201 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

\*\*\*Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school Board.

Cabrillo Point Academy  
Regional Coordinator  
July 1, 2021 – Salary Schedule

Year	1	2	3	4	5	6	7	8	9	10
Salary	\$82,000	\$84,050	\$86,152	\$88,306	\$90,514	\$92,777	\$95,096	\$97,473	\$99,910	\$102,408

Regional Coordinators must hold a minimum of 16 students.

\*NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

\*\*Annualized salary includes 201 work days, and team members may need to work additional days beyond the work calendar.

\*\*\*Annual salary advancements are not guaranteed and are subject to the charter's operational needs and/or budget approved by the Charter Board.

Cabrillo Point Academy  
Administrator and Director  
July 1, 2021 – Salary Schedule

Year	Administrator	Director Level 1	Director Level 2	Director Level 3	Assistant Director
1	\$65,000	\$93,000	\$115,000	\$150,000	\$110,000
2	\$67,000	\$95,500	\$118,000	\$153,500	\$112,750
3	\$69,000	\$98,000	\$121,000	\$157,500	\$115,500
4	\$71,000	\$100,000	\$124,000	\$161,000	\$118,500
5	\$73,000	\$102,500	\$127,000	\$165,000	\$121,500
6	\$75,000	\$105,000	\$130,000	\$169,000	\$124,500
7	\$77,500	\$108,000	\$133,000	\$173,500	\$127,500
8	\$80,000	\$110,500	\$137,000	\$177,000	\$130,500
9	\$82,500	\$112,000	\$140,000	\$180,500	\$135,000
10	\$85,000	\$115,000	\$143,500	\$184,000	\$137,000
11	\$87,500	\$117,500	\$147,000	\$187,500	---
12	\$90,000	\$121,000	\$151,000	\$191,000	---
13	\$92,500	\$124,000	\$154,500	\$194,500	---
14	\$95,500	\$127,000	\$158,500	\$198,000	---
15	\$98,000	\$130,000	\$162,500	\$200,000	---

NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

\*Annualized salary includes 228 work days. The 228 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

\*\*Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school Board.

Director Level 1	Director Level 2	Director Level 3
Director of School Support	Director of HR Development	Director of Special Education
Director of Testing	Director of IT	Assistant Senior Director
Director of Accounting	Director of Technology Systems	
Director of Student Support	Director of High School	
Director of Compliance	Director of Accountability	
Director of Achievement & Accr.		
Director of Enrichment		
Director of ChoicePlus Academy		
Director of Edgenuity		
Director of Vendors		

Administrator and Director positions are placed on the salary table based on the required skills, education, experience, and responsibility of the job assignment indicated in the specific job description.

Cabrillo Point Academy  
July 1, 2021 – Classified Pay Scales

Classified Pay Scale – 191

Pay Scale Group	A	B	C	D	E	F	G	H	I	J	K	L
Spec L1	\$15.32	\$15.69	\$16.06	\$16.55	\$17.04	\$17.65	\$18.14	\$18.63	\$19.86	\$21.05	\$21.70	\$21.98
Spec L2	\$18.39	\$18.88	\$19.49	\$19.98	\$20.47	\$21.09	\$21.70	\$22.31	\$22.92	\$23.54	\$29.37	\$25.01

New classified team members will be placed on this pay schedule based on:

- Experience in their field of expertise
- Education level, Degrees or Certificates
- Comparable Industry Standard Compensation

Annual pay advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school board.

Classified Pay Scale – 228

Pay Scale Group	A	B	C	D	E	F	G	H	I	J	K	L
Spec L1	\$15.32	\$15.69	\$16.06	\$16.55	\$17.04	\$17.65	\$18.14	\$18.63	\$19.86	\$21.05	\$21.70	\$21.98
Spec L2	\$18.39	\$18.88	\$19.49	\$19.98	\$20.47	\$21.09	\$21.70	\$22.31	\$22.92	\$23.54	\$24.27	\$25.01
Spec L3	\$19.62	\$20.23	\$20.84	\$21.45	\$22.07	\$22.74	\$23.42	\$24.15	\$24.89	\$25.62	\$26.27	\$26.78
Spec L4 Executive Assistant	\$24.52	\$25.26	\$25.99	\$26.85	\$27.58	\$28.44	\$29.30	\$30.16	\$31.02	\$31.88	\$32.49	\$33.15

New classified team members will be placed on this pay schedule based on:

- Experience in their field of expertise
- Education level, Degrees or Certificates
- Comparable Industry Standard Compensation

Annual pay advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school board.

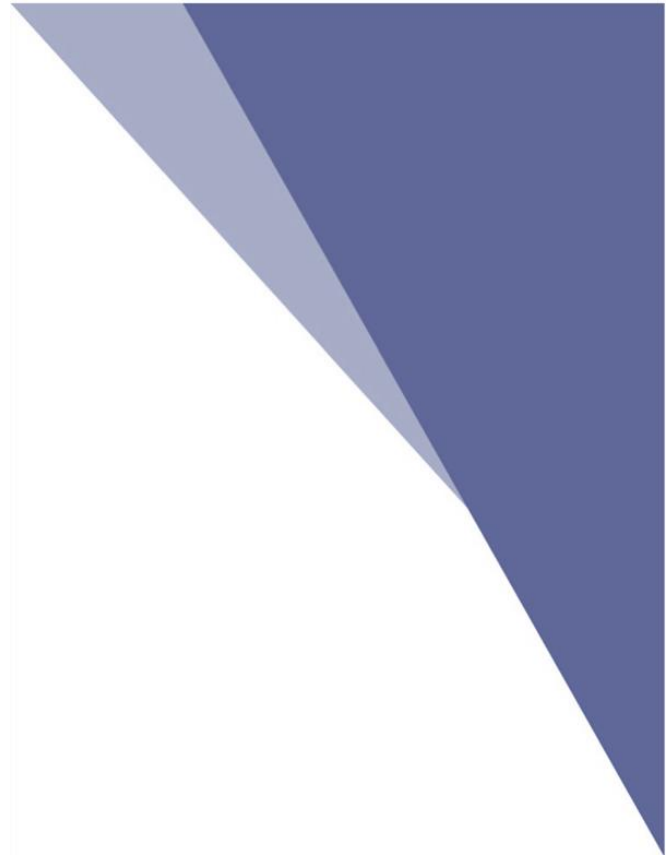
Cabrillo Point Academy  
Technology Department  
July 1, 2021 – Classified Pay Scales

Job Title		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
IT Tech (ITT) or Order Fulfillment Specialist (OFS)	Hourly	\$20.00	\$20.60	\$21.22	\$21.85	\$22.51	\$23.12	\$23.75	\$24.37	\$25.00	\$25.63	\$26.26	\$26.88	\$27.51	\$28.14	\$28.77	\$29.39
	Annual																
IT Tech II or Order Fulfillment Specialist 2 or IT Administrative Assistant (ITAA)	Hourly	\$22.00	\$22.66	\$23.34	\$24.04	\$24.76	\$25.43	\$26.12	\$26.81	\$27.50	\$28.19	\$28.88	\$29.57	\$30.26	\$30.95	\$31.64	\$32.33
	Annual																
IT Support Specialist (ITSS)	Hourly	\$24.00	\$24.72	\$25.46	\$26.23	\$27.01	\$27.74	\$28.50	\$29.25	\$30.00	\$30.75	\$31.51	\$32.26	\$33.01	\$33.77	\$34.52	\$35.27
	Annual																
IT Support Specialist II or Tech Coordinator (TC) or IT Provisioning Mgr	Hourly	\$26.00	\$26.78	\$27.58	\$28.41	\$29.26	\$30.05	\$30.87	\$31.69	\$32.50	\$33.32	\$34.13	\$34.95	\$35.76			
	Annual														\$76,086.40	\$77,792.00	\$79,476.80
IT Support Specialist III or Tech Coordinator 2 or DevOps Engineer 1 (DO1)	Hourly	\$28.00	\$28.84	\$29.71	\$30.60	\$31.51	\$32.37	\$33.25	\$34.12	\$35.00	\$35.88						
	Annual											\$76,460.80	\$78,291.20	\$80,121.60	\$81,931.20	\$83,761.60	\$85,592.00
IT Administrator (ITA) or DevOps Engineer 2 (DO2)	Hourly	\$32.00	\$32.96	\$33.95	\$34.97	\$36.02											
	Annual						\$76,939.20	\$79,019.20	\$81,120.00	\$83,200.00	\$85,300.80	\$87,380.80	\$89,460.80	\$91,561.60	\$93,641.60	\$95,742.40	\$97,822.40
IT Manager (ITM)	Hourly	\$34.00	\$35.02	\$36.04													
	Annual				\$77,084.80	\$79,206.40	\$81,328.00	\$83,449.60	\$85,571.20	\$87,692.80	\$89,814.40	\$91,936.00	\$94,057.60	\$96,179.20	\$98,300.80	\$100,422.40	\$102,544.00

New classified team members will be placed on this pay schedule based on:

- Experience in their field of expertise
- Education level, Degrees or Certificates
- Comparable Industry Standard Compensation

Annual pay advancements for longevity are not guaranteed and are subject to the school’s operational needs and/or budget approved by the school board.



Cabrillo Point Academy

# Employee Handbook

2021-2022

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## SECTION 1 – WELCOME

Welcome to Cabrillo Point Academy!

We are happy to have you join us at Cabrillo Point Academy (CPA or School). We believe our school is truly unique. We serve a diverse group of talented and hardworking students. We regard the work we do as being of utmost importance. Therefore, we have very high expectations for professionalism and performance for each one of our employees. All employees should treat all individuals, including students, teachers, administrators, volunteers, and family members, with respect, and approach all situations as opportunities to learn.

This handbook has been written to provide you with an overview of CPA, its personnel policies and procedures, and your benefits as a CPA employee.

This handbook is intended to explain in general terms those policies that most often apply to your day-to-day work activities. This handbook cannot anticipate every situation or answer every question about employment, and it is not an employment contract. Employees are expected to read this handbook thoroughly upon receipt, to know and abide by the policies outlined herein, and as revised over time, throughout their employment. No CPA guideline, practice, manual or rule may alter the “at-will” status of your relationship with CPA.

In order to retain necessary flexibility in the administration of its policies, procedures and benefits, CPA reserves the right to change, deviate from, eliminate, or revise the handbook, except for the at-will provisions, at any time, without notice, whenever CPA determines that such action is warranted. For these reasons, we urge you to check with your supervisor to obtain current information regarding the status of any particular policy, procedure or practice. This handbook supersedes and replaces all previous personnel policies, practices and procedures.

We welcome you and wish you great success and fulfillment at CPA.

## SECTION 2 – GENERAL

This handbook serves as a guide for the employer/employee relationship. This handbook applies to faculty and staff at CPA.

This handbook contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your supervisor or Human Resources. You are responsible for reading, understanding, and complying with the provisions of this handbook. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

Neither this handbook nor any other CPA document confers any contractual right, either express or implied, to remain in CPA's employ, nor does it guarantee any fixed term or condition of your employment. Except as otherwise provided in an executed employment agreement, your employment is not for any specified period of time and may be terminated at will, with or without cause and without prior notice, by CPA or you may resign for any reason at any time.

No supervisor or other representative of CPA except the Senior Director, with the approval of the Board of Directors, has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. Further, the procedures, practices, policies and benefits described herein may be modified or discontinued from time to time with or without advance notice. We will try to inform you of any changes as they occur.

## SECTION 3 – PHILOSOPHY

### CORE PURPOSE

CPA exists to inspire children to realize their potential to become extraordinary and active members of society.

### CORE VALUES

The following three core values are what distinguish CPA from other schools:

- Mentoring – to inspire students to forge their paths in the world
- Passionate – to strive for excellence
- Collaborative – to be active, engaging, and contributing team members

### PERMISSION-TO-PLAY VALUES

The following Permission-to-Play values are minimum behavioral standards that all employees must exhibit consistently:

- Innovative
- Dynamic
- Results-oriented
- Data-driven
- Extraordinary
- Confident
- Energetic

### STRATEGIC ANCHORS

To ensure success of our core purpose and core values, CPA will use the following two strategic anchors to inform every decision the school makes and the basis for how decisions and actions will be evaluated:

- Academic achievement through relevant curricula, clear expectations, and shared accountability
- Relationship building through mentorship and consistent communication

### SCHOOLWIDE LEARNER OUTCOMES

At Cabrillo Point Academy, we have goals for our students that are known as Schoolwide Learner Outcomes (SLOs). SLOs are a part of our school culture: they reflect our school vision, the College and Career Readiness standards, and the education of the whole child.

Cabrillo Point Academy's Students are:

- ***Navigators of the Digital World*** - Navigators of the digital world who are proficient in the use of technology, media, and online resources.
- ***Self-Directed*** - Self-directed and motivated students who are able to set attainable goals to achieve academic success.
- ***Personalized Learners*** - Personalized learners who are able to thrive in the style of education that best fits their individual needs.
- ***Independent Critical Thinkers*** - Independent critical thinkers who have the ability to problem solve, take ownership, and apply their knowledge to a variety of problems.
- ***Responsible Citizens*** - Responsible citizens who demonstrate integrity and respect while actively seeking knowledge of local and global issues.
- ***Effective Communicators*** - Effective communicators who can thoughtfully articulate their thinking with confidence while collaborating with peers.

## SECTION 4 – EMPLOYMENT

### EMPLOYMENT APPLICATIONS

We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

### AT WILL EMPLOYMENT

We believe that an employment relationship is successful as long as both parties are mutually satisfied. Accordingly, both you and CPA will have the right to terminate your employment and all related compensation and benefits at any time, with or without cause and with or without notice. In addition, CPA may eliminate or change any term or condition of your employment (including but not limited to your job assignment, duties, or salary) at will, at any time, for any reason not prohibited by law, with or without cause and with or without previous notice.

This is called “employment at will,” and no one other than the Senior Director of CPA with the approval of the Board of Directors, has the authority to alter your employment at-will status, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Further, any such agreement must be in writing and must be signed by the Senior Director. Statements of specific grounds for termination set forth in this Handbook, or elsewhere, are not all-inclusive and are not intended to restrict CPA’s right to terminate at-will.

### EQUAL EMPLOYMENT OPPORTUNITY

CPA is an equal opportunity employer. In accordance with applicable law, CPA prohibits discrimination against any employee or applicant for employment on the basis of an individual’s protected status, including race (which includes, but is not limited to, traits historically associated with race, including, but not limited to, hair texture and protective hairstyles), color, religious creed (which includes, without limitation to religious dress and grooming practices), gender, gender identity, gender expression, color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, age, sexual orientation, marital status, parental status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity/expression, military service, veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration protected by applicable law. Also in accordance with applicable law, CPA prohibits discrimination against any qualified disabled employee or applicant, against a disabled veteran, or against a veteran of the Vietnam era with a physical or mental disability. These categories include a perception that the individual has any of these

characteristics or is associated with a person who has (or is perceived to have) any of these characteristics. CPA will ensure that applicants and employees are treated in all aspects of employment without unlawful discrimination because of these or any other protected basis. Such aspects of employment include, but are not limited to, recruitment, hiring, promotion, demotion, transfer, layoff, termination, compensation, and training. Additionally, in accordance with applicable law, CPA prohibits all forms of unlawful harassment of a sexual or other discriminatory nature. Any conduct contrary to this policy is prohibited. This policy applies to all applicants and employees of CPA.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, CPA will make a good faith effort to provide reasonable accommodations for the known physical or mental limitations of an otherwise qualified applicant or employee with a disability, unless undue hardship would result to CPA. An applicant or employee who believes he or she requires an accommodation in order to perform the essential functions of the job should contact Human Resources and request such an accommodation, specifying what accommodation he or she needs to perform the job. CPA will analyze the situation, engage in an interactive process with the individual, and respond to the individual's request.

If you believe you have been subjected to discrimination, please follow the complaint procedure outlined below.

## HARASSMENT

It is the policy of CPA to ensure equal employment opportunity without harassment on the basis of race (which includes, but is not limited to, traits historically associated with race, including, but not limited to, hair texture and protective hairstyles), religious creed (which includes, without limitation, to religious dress and grooming practices), gender, gender identity, gender expression, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, age, sexual orientation, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

CPA prohibits any such harassment in the workplace. In addition, we prohibit abusive conduct/workplace bullying in the work environment. It is our mission to provide a professional work and learning environment free of harassment, discrimination and/or workplace bullying and that maintains equality, dignity, and respect for all. This policy protects all employees of the School as well as interns, volunteers, and potential employees (applicants). All employees of the School are required to abide by this policy, regardless of position or status, including supervisors, administration, and co-workers. In addition, this policy prohibits unlawful harassment by third parties, including students, parents, vendors or other third



parties, who have workplace contact with our employees. This policy applies to all applicants and employees (or other listed individuals), whether related to conduct engaged in by fellow employees or someone not directly connected to CPA (e.g. an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business or field trips, meetings and business or school-related social events.

### What is Harassment?

Harassment can take many forms. As used in this Employee Handbook, the term “harassment” includes all unwelcome conduct that comprises the following behavior pertaining to any of the above protected categories or characteristics:

- Offensive remarks, comments, jokes or slurs pertaining to an individual’s race, religion, sex, sexual orientation, gender or gender identity or gender expression, age, national origin or ancestry, disability, citizenship, veteran status, or any other protected status as defined by law or regulation whether verbally or by electronic means including email, and/or text messages
- Offensive sexual remarks, sexual advances, flirtations, or requests for sexual favors regardless of the gender of the individuals involved and whether verbally or by electronic means
- Offensive physical conduct, including, but not limited to, touching, blocking normal movement or interfering with another’s work regardless of the gender of the individuals involved, including, but not limited to threats of harm, violence or assault
- Offensive pictures, drawings or photographs or other communications, including email, text messages, or other forms of electronic communication
- Holding work functions in inappropriate venues, such as a strip-club
- Sex or gender based practical jokes, sexual favoritism
- Threatening reprisals due to an employee’s refusal to respond to requests for sexual favors or for reporting a violation of this policy
- Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, regardless of gender, when:
  - Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment
  - Submission to, or rejection of, such conduct by an individual is used as a basis for employment decisions affecting such individual
  - Such conduct has the purpose or effect of substantially interfering with the individual’s work performance or creating an intimidating, hostile or offensive working environment

### What is abusive conduct/workplace bullying?

- Conduct of an employee in the workplace that a reasonable person would find hostile, threatening, intimidating, humiliating and unrelated to an employer’s legitimate business interests. Examples may include:
  - Use of derogatory remarks, insults and/or epithets
  - Verbal or physical conduct that sabotages or undermines a person’s work performance

that is threatening, humiliating or intimidating

- Bullying, gossip, profanity, abusive conduct and negative comments are destructive to our School culture, create false rumors, disrupt school operations and interfere with the privacy of others

### What is Retaliation?

Retaliation against an individual for reporting harassment, discrimination, or for participating in an investigation of a claim of such conduct is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

As used in this policy, “retaliation” means taking any adverse employment action against an employee because the employee engaged in protected activity pursuant to this policy. Protected activity may include, but is not necessarily limited to, reporting or assisting in reporting suspected violations of this policy, cooperating or participating in investigations or proceedings arising out of a violation of this policy, or engaging in any other activity protected by applicable law.

As used in this policy, an “adverse employment action” means conduct or an action that materially affects the terms and conditions of the employee’s employment status or is reasonably likely to deter the employee from engaging in further protected activity. Adverse employment actions may include, but are not limited to, the following: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of this policy; harassing another employee for filing a complaint; denying employment opportunities; changing an employee’s work assignments for identifying harassment or other forms of discrimination in the workplace; treating an employee differently such as denying an accommodation; not talking to an employee (the “cold shoulder”) when otherwise required by job duties; or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

Any retaliatory adverse action because of a protected activity will not be tolerated. If an employee believes he/she has been subjected to, has witnessed, or has knowledge of retaliation in violation of this policy, please follow the complaint procedure outlined below.

### Responsibility

All CPA employees have a responsibility for keeping our work environment free of harassment, discrimination, retaliation and abusive conduct in accordance with this policy.

### Reporting

CPA encourages reporting of all perceived incidents of discrimination, harassment, abusive conduct or retaliation, regardless of the offender’s identity or position. Individuals who believe that they have been subjected to such conduct should immediately discuss their concerns with their immediate supervisor, the Senior Director or Human Resources. Do not report your complaint to any individual who has allegedly engaged in the inappropriate behavior that is the subject of your complaint. In addition, CPA encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his

or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. CPA recognizes, however, that an individual may prefer to pursue the matter through formal complaint procedures. Every effort will be made to keep such reports as confidential as possible, although confidentiality cannot be guaranteed. CPA is serious about enforcing its policy against harassment; however, CPA cannot resolve a harassment problem that it does not know about. Therefore, employees are responsible for bringing any such problems to CPA's attention so it can take whatever steps are necessary to correct the problems.

All employees who witness potential violations of this policy, and particularly supervisors, are required to immediately report such incidents to their immediate supervisor, the Senior Director, or Human Resources. Supervisors must report any and all conduct of which they are made aware, which violates, or may violate, policies regarding discrimination, unlawful harassment, or retaliation to Human Resources, the Senior Director or the Chair of the Board of Directors, if appropriate. Supervisors who fail to report alleged violations may be subject to disciplinary action, up to and including termination.

All complaints submitted pursuant to this policy can be done in writing or verbally. Your complaint should be specific and should include the names of the individuals involved, the names of any witnesses, and any supporting documentation. Employees may choose to submit their complaints anonymously.

### Investigation/Complaint Procedure

All complaints of harassment, discrimination, retaliation or abusive conduct will be promptly investigated.

CPA encourages the prompt reporting of complaints or concerns so that rapid and appropriate remedial action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

CPA's investigation methods will vary depending on the nature of the complaint, the allegations, the witnesses, and other factors. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. All complaints will be handled as confidentially as possible and information will be disclosed only as it is necessary to complete the investigation and resolve the matter.

All employees are required to fully cooperate with CPA's investigation, which includes, but is not limited to, providing all pertinent information in a truthful manner, submitting pertinent documents in their possession, not interfering with the investigation in any manner, and maintaining an appropriate level of discretion regarding the investigation. Failure to do so may result in disciplinary action, up to and including termination.

During the investigation, CPA will provide regular progress updates, as appropriate, to those directly involved. CPA will strive to complete its investigation as efficiently as possible in light of the allegations and will reach any conclusions based on the evidence collected and credibility of the witnesses.

CPA may investigate conduct in the absence of a formal complaint if CPA has reason to believe that an individual has engaged in conduct that violates CPA policies or applicable law. Further, CPA may continue

its investigation even if the original complainant withdraws his or her complaint during the course of the investigation.

Any conduct which CPA believes constitutes harassment, discrimination, abusive conduct, or retaliation in violation of this policy will be dealt with appropriately. Corrective action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as CPA believes appropriate under the circumstances. Due to privacy protections, CPA may not be able to fully disclose its entire decision regarding corrective action to the complainant. False and malicious complaints of harassment, discrimination, abusive conduct, or retaliation as opposed to complaints, which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action.

## Conclusion

This policy was developed to ensure that all employees work in an environment free from harassment, discrimination, abusive conduct and retaliation. CPA will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately. Any employee who has questions or concerns about these policies should talk with Human Resources or the Senior Director. Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of CPA prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. The prohibitions against harassment, discrimination, abusive conduct, and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

If you believe you have experienced discrimination, harassment, or abusive conduct you may file a Department of Fair Employment and Housing (“DFEH”) or Equal Employment Opportunity Commission complaint. For information contact the DFEH or EEOC. You may find their phone numbers online at [www.eeoc.gov](http://www.eeoc.gov) and [www.dfeh.ca.gov](http://www.dfeh.ca.gov), respectively.

## TITLE IX

Title IX provides for separate processes and procedures for sexual harassment and sexual assault when the type of conduct falls within the definitions of sexual harassment and sexual assault as provided in 34 C.F.R. § 106.30. In addition, the conduct must have taken place at school locations, events or circumstances over which the School exercised substantial control over both the individual who has been accused of sexual harassment and/or assault and the context in which the sexual harassment occurs. For these types of complaints, the School will follow the Title IX policy processes and procedures, which may be found in the School’s Title IX grievance policy. If the conduct does not fall within Title IX, this policy will be followed. There may be instances where the conduct falls within both policies and the School will follow both policies. The School’s Title IX Coordinator is Jennifer Carrete, phone: (619) 782-6464 ext. 2011, Email: [titleix@cabrillopointacademy.org](mailto:titleix@cabrillopointacademy.org).

## TRAINING REQUIREMENTS

CPA requires all employees to abide by California's training requirements, which includes training within six months of hire and retraining every two years thereafter. Employees who fail to complete this required training will be subject to disciplinary action, up to and including termination.

## WHISTLEBLOWER POLICY

CPA is committed to maintaining a workplace where employees are free to raise good faith concerns regarding certain business practices, specifically: (1) reporting suspected violations of law, including but not limited to federal laws and regulations; (2) providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and (3) identifying potential violations of CPA policy, specifically the policies contained in CPA's Employee Handbook.

An employee who wishes to report a suspected violation of law or CPA Policy may do so by contacting the Senior Director, Assistant Senior Director or Human Resources.

CPA expressly prohibits any form of retaliation, including harassment, intimidation, adverse employment actions, or any other form of retaliation, against employees who raise suspected violations of law, cooperate in inquiries or investigations, or identify potential violations of CPA policy. Any employee who engages in retaliation will be subject to discipline, up to and including termination.

Any employee who believes that he or she has been subjected to any form of retaliation as a result of reporting a suspected violation of law or policy should immediately report the retaliation to one of the following: the Senior Director, Assistant Senior Director or Human Resources. Any supervisor, manager, or human resources staff member that receives complaints of retaliation must immediately inform the Senior Director or Chair of the Board of Directors, if appropriate.

Reports of suspected violations of law or policy and reports of retaliation will be investigated promptly and in a manner intended to protect confidentiality as much as possible (although confidentiality cannot be guaranteed) and consistent with a full and fair investigation. Human Resources and a member of CPA's administration will conduct the investigation or designate other internal or external parties to conduct the investigations. The investigating parties will notify the concerned individuals of their findings as appropriate.

## OPEN COMMUNICATION POLICY

We want to hear from you. CPA strongly encourages employee participation in decisions affecting their employment and their daily professional responsibilities. Our greatest strength lies in our employees and our ability to work together. We encourage open communication about all aspects of our school and organization. Employees are encouraged to openly discuss with their supervisors any problems or suggestions they believe would make our organization better and stronger. CPA is interested in all our employee's success and fulfillment. We welcome all constructive suggestions and ideas.

Employees who have work-related concerns or complaints are encouraged to discuss them with their

supervisor or the Senior Director. Employees are encouraged to raise their work-related concerns as soon as possible after the events that cause concern. CPA will attempt to keep the employee's concerns and complaints and any resulting investigation confidential to the extent feasible. However, in the course of an investigation and/or in resolving the matter, some dissemination of information to others may be necessary, appropriate, and/or required by law. Employees with concerns or complaints relating to harassment, discrimination or retaliation should follow the reporting procedure outlined in this Handbook.

## LACTATION ACCOMMODATION POLICY

CPA provides a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child.

A private location to express breast milk will be provided in close proximity to the employee's work area. The employee's normal work area may be used if it allows the employee to express milk in private. In certain circumstances, a temporary location, multipurpose room, or shared space may be provided in accordance with applicable law. The location will also meet the following requirements: not be a bathroom; be free from intrusion; be shielded from view; be safe, clean, and free of hazardous materials; contain a surface to place a breast pump and personal items; contain a place to sit; and have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump. In addition, the School shall provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's work area. If a refrigerator cannot be provided, the School may provide another cooling device suitable for storing milk, such as a School-provided cooler.

The School reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

Employees requesting an accommodation under this policy should comply with the following requirements:

- The employee should complete an accommodation request form and contact the employee's supervisor or Human Resources to request designation of a location and time to express breast milk under this policy.
- The requested break time should, if possible, be taken concurrently with other scheduled break periods. Nonexempt employees should clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid.

Retaliation for making a lactation accommodation request is strictly forbidden. If the employee believes she has been retaliated against it should be reported immediately to her supervisor, Human Resources or Senior Director. Discrimination against and harassment of lactating employees in any form is unacceptable, a form of prohibited sex/gender discrimination, will not be tolerated at CPA and will be handled in accordance with CPA's policy on discrimination and harassment.

If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct

protected by this policy, the employee may also file a complaint with his or her supervisor and/or the Labor Commissioner's Office. For more information, contact the Labor Commissioner's Office by phone or visit a local office by finding the nearest one on the website: [www.dir.ca.gov/dlse/DistrictOffices.htm](http://www.dir.ca.gov/dlse/DistrictOffices.htm). The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

## PUBLIC RELATIONS

The success of a school depends upon the quality of the relationship among the school, its employees, students, parents and the general public. The public impression of CPA and its interest in our school will be formed in part, by CPA employees. Our employees are ambassadors. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, CPA, and our school's services.

Below are several things employees can do to help leave people with a good impression of CPA. These are the building blocks for our continued success:

- Communicate with parents regularly
- Act competently and deal with others in a courteous and respectful manner
- Communicate pleasantly and respectfully with other employees at all times
- Follow up on requests and questions promptly, provide business-like and personable replies to inquiries and requests, and perform all duties in an orderly manner
- Respond to email and voicemail within 24 hours during the workweek
- Take great pride in your work and enjoy doing your very best

## SECTION 5 – THE EMPLOYMENT PROCESS

### EMPLOYEE STATUS AND CLASSIFICATIONS

Each CPA employee is either a “full-time,” “part-time,” or “temporary” employee and either an “exempt” or “non-exempt” employee. Some of the policies and benefits described in this handbook depend on whether the employee is full-time or part-time. Full-time employees are those employees regularly scheduled to work 35 or more hours or more each week. Part-time employees are those regularly scheduled to work less than 35 hours each week. Temporary employees are those employed for short-term assignments or in connection with a specific project or event. Temporary employees are not eligible for employee benefits, except those mandated by applicable law.

Every member of the team is designated as a “Certificated employee” or “Classified employee.” Some of the policies and benefits described in this handbook depend on how the employee is designated.

#### Exempt

This category includes all employees who are determined by the School to be exempt from certain wage and hour provisions of state and federal laws. Exempt employees are paid a fixed salary that is intended to cover all of the compensation to which they are entitled. Exempt employees will be expected to work the number of hours necessary to complete their assigned responsibilities. Because they are exempt, such employees are not entitled to additional compensation for extra hours of work. Typically, full-time Teachers and Administrators are exempt employees.

#### Non-Exempt

This category includes all employees who are covered by certain wage and hour provisions of state and federal laws. Non-exempt employees are entitled to overtime and double time pay as well as meal and rest breaks, as prescribed by law. Typically, all part-time and temporary employees are non-exempt. Additionally, most Classified staff are typically non-exempt employees.

#### Certificated Employee

Certificated Employees are teachers and administrators and work according to specified days on their board approved staff calendar.

#### Classified Employee

Classified Employees include those employees hired by CPA that do not primarily instruct students, nor require state certification, such as maintenance, assistants and other operational employees.

### WORK SCHEDULES

All employees will be assigned a work schedule suitable for their job assignment and will be expected to begin and end work according to the schedule. Please note that schedules may vary depending on a variety of factors including whether you work during the academic year or on an annual basis. The Senior Director or your supervisor will assign your individual work schedule. In order to accommodate the needs



of our business, it may be necessary to change individual work schedules on either a short- term or long-term basis. All employees are expected to be at their desks or workstations at the start of their scheduled shift, ready to work. If you need to modify your schedule, request the change with Human Resources or your supervisor. All schedule changes or modifications must be approved by the Senior Director.

CPA reserves the right to assign employees to jobs other than their usual assignment when necessary, provided the employee is capable of performing the essential functions of the alternate assignment.

Non-exempt employees are not to work before or to continue working after their scheduled hours unless specifically assigned by the supervisor. Non-exempt employees are not allowed to work “off the clock.” Attendance at School-sponsored functions is not compensated unless the supervisor has required you to attend. Employees violating these rules may be subject to disciplinary action up to and including termination.

## SPECIAL VIRTUAL CLASSROOM EMPLOYMENT CONDITIONS

### Position Responsibilities

- Teachers may be assigned a “Virtual Class” or “Virtual Classes.”
- Teachers are provided, at CPA’s expense, a computer capable of maintaining a high-speed internet connection for their entire virtual class.
- Teachers must be available each school day from 8:00 a.m. – 5:00 p.m. by internet and/or phone.
- Teachers **may** be required to conduct a virtual classroom session **up to** two (2) hours per day for grades TK – 8 and **up to** three (3) hours per day for grades 9 – 12.
- Teachers must have access to a phone for calling/responding to students/parents during the teacher’s scheduled time within two (2) hours by phone or four (4) hours by internet.
- Teachers will use the tracking and monitoring system integrated into the student’s assigned course. Teachers will provide continual monitoring of the student’s progress and their scheduled benchmarked progress status.
- Teachers will be responsible for all virtual school required record keeping and reporting.

### Training

Teachers are required to attend training sessions hosted virtually or in-person. Mileage reimbursement will follow standard CPA protocols and procedures.

### Worksites

Most classes will be held virtually. Teachers may work from home.

## ATTENDANCE AND PUNCTUALITY

Employees are expected to observe regular attendance and be punctual. Each of our employees is critical to our success. Therefore, regular attendance and punctuality is considered an essential function of all

positions. If you are unable to report for work on any particular day, you must call your supervisor at least one hour before the time you are scheduled to begin working for that day. If you call in less than one hour before your scheduled time to begin work, you will be considered tardy for that day. Absent extenuating circumstances or a medical provider's order excusing you from work for a period of time, you must call in on any day you are scheduled to work and will not report to work. The School understands that in some cases, advance notice is not possible. In these cases, notify your supervisor personally at the earliest possible moment. In some circumstances, you may be required to provide verification of the reason or documentation for your absence.

More than three instances of non-illness related tardiness by any employee during any twelve-month period are considered excessive. Any unexcused absence is considered excessive.

If you fail to report for work without any notification to your supervisor and the absence continues for a period of three business days, the School will determine that you have abandoned your job and voluntarily terminated your employment.

## PROFESSIONAL DEVELOPMENT

Employees are expected to attend and participate in all professional development sessions and other school sponsored training that may be scheduled. While we understand that scheduling conflicts may arise, consistent tardiness, absenteeism and early departures may result in disciplinary action.

When an employee attends a School sponsored professional development and/or training, the time spent in attendance shall be counted as time worked. All employees are required to sign-in and out for the purpose of record keeping. These records will serve as the official roster of attendance.

CPA will pay hourly employees for attendance at mandatory training, lectures and meetings outside of regular working hours at the employee's hourly rate. As exempt employees, salaried staff may be required to attend training seminars that may be outside of CPA's normal business hours with no additional pay.

In the event that an employee must leave early or is unable to attend a scheduled training (i.e. Professional Development sessions), during their normal work hours, an employee MUST put in a time-off request according to the time-off policy. Employees may also be required to attend make-up sessions of any missed training.

Failure to comply with this policy may result in disciplinary action.

## TIME RECORDS (NON-EXEMPT EMPLOYEES)

Non-exempt employees must accurately complete time records within the School's time keeping system on a daily basis. Each time record must show the exact time each work period began and ended, and the meal periods taken, ~~and your signature. The school's time keeping system is set up to round at the 7-minute mark. This means that clocking in 6 minutes before or after the employee's scheduled shift would not create additional minutes paid.~~ Absences and overtime must be accurately identified on your time record. Non-exempt employees are not allowed to work "off the clock." All time actually worked must be

recorded. This includes the use of laptops, computers, PDAs or cell-phones to check work email, voicemail or to send text messages after hours. You cannot record time and/or submit a time record for another employee. ~~Each employee must sign and submit his or her own time record.~~ Employees must record all time actually worked. **Submission of your electronic timecard indicates you have certified the hours entered are accurate and you have adhered to all policies and procedures.**

Exempt employees must report full days of absence from work. Deductions from an exempt employee's salary will be made only in accordance with applicable law. Employees should immediately contact Human Resources with any questions concerning their pay so that inadvertent errors can be corrected.

## WORKWEEK AND WORKDAY

CPA's workweek is from Sunday at 12:00 A.M. through the following Saturday at 11:59 P.M. CPA's standard workday is 12:00 A.M. to 11:59 P.M. (midnight) each day.

## OVERTIME

All non-exempt employees are required to obtain approval from their supervisor prior to working overtime or double time. Failure to obtain such approval may subject an employee to discipline, up to and including termination. However, in all cases, the School will compensate its non-exempt employees for all hours worked.

## OFF THE CLOCK WORK

CPA prohibits all non-exempt employees from working off the clock at any time. All time worked must be recorded on the employee's timesheet. This includes the use of laptops, computers, PDAs or cell-phones to check work email, voicemail or to send text messages after hours.

## MEAL AND REST PERIODS (NON-EXEMPT EMPLOYEES)

All non-exempt employees are provided with an opportunity to take meal and rest periods consistent with the law. During your meal periods and rest periods, you may not work at all. You are excused from all duties. In addition, please understand that you may not combine required meal or rest periods in order to take a longer break. Also, you may not miss a required meal or rest period in order to start work later or leave work earlier. In the rare event that you believe you cannot take a meal or rest period, or you are unable to take a full meal or rest period pursuant to School policy or you must begin your meal period more than five hours after your work period began, you must notify Human Resources in advance whenever possible (and, in any event, as soon as possible) so that the proper measures may be taken.

Failure to comply with the School's policy regarding meal and/or rest periods can lead to discipline, up to and including termination.

### Meal Periods

Non-exempt employees (hourly employees) scheduled to work more than five hours in a day are given a

30-minute duty-free unpaid meal period. The meal period must be taken before the end of the fifth (5th) hour of work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin his or her meal period no later than **11:59 a.m. ~~12:00 p.m. (noon)~~**. The employee may waive this meal period if his/her workday will be completed within a total of six hours or less. To waive a meal period, the employee must receive prior written approval from their supervisor and complete a "Meal Period Waiver" form. **This needs to be completed in advance or immediately as the situation occurs, but in no event after the meal period has been missed. If you are a part-time employee who consistently works 5-6 hours a day and would like to waive your meal break on a regular basis, please note that you will have to fill out a new form every 90 days to continue to waive your meal break. Reach out to HR to receive a copy of the "Meal Period Waiver" form.**

If an employee's day exceeds ten hours of work time, the employee is entitled to an additional 30-minute duty-free meal break. The employee may only waive this second meal period if he/she has taken the required first meal break of at least 30 minutes and his/her workday will not exceed 12 hours. To waive the second meal period, the employee must receive prior written approval from their supervisor and complete a "Second Meal Period Waiver" form.

Non-exempt employees must observe assigned working hours, the time allowed for meal periods, and report any missed, late or short meal periods on that days' time record and to the employee's supervisor immediately. The meal period must be accurately recorded on the employee's timesheet. Meal periods are unpaid time and employees are free to leave the premises. Meal periods may not be combined with rest periods or used to come in later or leave earlier on a workday.

### Rest Periods

Non-exempt employees are authorized and permitted to take a 10-minute rest period for each four (4) hours of work or major portion thereof. Your supervisor may schedule your rest periods. Rest periods should be taken as close to the middle of a work period as possible and cannot be taken in conjunction with a meal period. Rest periods are paid work time; they cannot be waived by the employee in order to shorten the workday or used towards additional time off.

<b><u>Hours Worked</u></b>	<b><u>Number of Rest Periods</u></b>
3.5 hours to 6 hours	1, 10-minute rest period
Over 6 hours to 10 hours	2, 10-minute rest periods
Over 10 hours to 14 hours	3, 10-minute rest periods

Non-exempt employees must observe assigned working hours, the time allowed for rest periods, and report any missed rest period immediately as set forth below. Employees are encouraged to report any concerns regarding meal or rest periods to Human Resources.

### Reporting Missed, Late or Short/Interrupted Meal and Rest Periods

In addition to reporting it on their time record, any employee who misses a meal or rest period or who

experiences a late, short, or interrupted meal period—for any reason—must immediately report this issue to his or her supervisor and complete a Non-Exempt Employee Meal Waiver Agreement. The employee must fill out all fields on the form, including providing a thorough explanation for the non-compliant meal or rest period. The employee must complete and turn in this form to their supervisor on the same workday that he or she experienced the non-compliant meal or rest period. If an employee voluntarily chooses to miss a meal or rest period or take a late, short, or interrupted meal period (e.g., I chose to take my lunch later in the day or I chose to refuse an “authorized” meal period at the time provided by ), the employee is not entitled to premium pay (one additional hour of pay). If an employee involuntarily experiences a missed meal or rest period or a late, short, or interrupted meal period (e.g., my supervisor asked me to handle a client call or meeting that caused me to miss or take a late meal period), the employee is entitled to premium pay. Employees must report the reason for the noncompliant meal or rest period on the Non-Exempt Employee Meal Period Waiver Agreement, or to Human Resources. Non-Exempt Employee Meal Period Waiver Agreement.

## PAYDAYS

Employees are paid semi-monthly on the 10th and 25th of the month in accordance with the School’s payroll schedule. The Payroll Coordinator or his or her designee will distribute checks to those who do not have direct deposit. If a normally scheduled pay day falls on a weekend or holiday, paychecks will be distributed the preceding business day.

A written, signed authorization is required for mail delivery or for delivery of your paycheck to any other person. If you have an automatic deposit for your paycheck, your funds will be deposited to the financial institution you requested by the end of business on the scheduled payday. While an automatic deposit may actually credit to your account before your actual “payday,” the School is not responsible for automatic payments or withdraws dated prior to your actual payday and you should not depend on early deposits of your pay.

If a wage garnishment order is received by CPA for one of our employees, we are obligated by law to comply with the demand. The affected employee will receive notice from his or her supervisor or Human Resources as soon as possible.

## PAYROLL WITHHOLDINGS

CPA is required by law to withhold Federal Income Tax, State Income Tax, Social Security (FICA), State Teachers Retirement Service (STRS for eligible credentialed faculty) and State Disability Insurance from each employee’s paycheck as outlined below. Additionally, if a garnishment, tax levy, or an order to withhold child support payments should be delivered, CPA must comply with that order within the time allowed by law, and cannot postpone the payroll deduction for any reason. Voluntary deductions, which must be authorized in writing by employees, may include retirement plans, employee portion of insurance premiums, or any other benefit made available to employees.

If an employee believes an error has been made in his or her pay or deductions, CPA will work in good faith to resolve errors as soon as possible. The employee should notify the Payroll Coordinator or his or

her designee of any errors in pay or deductions withheld within seven (7) days from the date paid.

Every deduction from the employee's paycheck is explained on the check voucher/paystub. If the employee does not understand the deduction, then he or she should ask Human Resources to explain it. The employee may change the number of withholding allowances he or she wishes to claim for Federal and/or State Income Tax purposes before any pay period by filling out a new W4 form and submitting it to Human Resources.

## SECTION 6 - CONDITIONS OF EMPLOYMENT

### IMMIGRATION LAW COMPLIANCE

CPA employs only those authorized to work in the United States in compliance with the Immigration and Control Act of 1986. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 no later than the first day of work for pay and present original documentation establishing identity and employment eligibility as outlined on the I-9 instruction forms no later than three business days after he or she begins work. Former employees who are rehired must also complete the form if they have not completed an I-9 with CPA within the past three years or if their previous I-9 is no longer retained or valid.

### CREDENTIAL REQUIREMENTS

If you are a credentialed team member, you must provide evidence of your credential including EL Authorization, official transcripts, and/or test scores prior to your first day of actual work. Failure to provide these documents may delay your ability to begin work.

You are also responsible for keeping required certificates, credentials, and registrations current and in good standing, for paying the costs associated with renewal, and for providing both your Senior Director and the School with verification of renewals. Failure to provide these updated documents to the School may result in suspension without pay until such time as the necessary documentation has been provided.

If a teacher fails to obtain the appropriate credential, or allows a credential, certificate, registration, or required course deadline to expire, or fails recertification, training, or testing, or otherwise fail to maintain the necessary credential for your assignment, the School reserves the right to suspend the teacher without pay until the teacher's credential is cleared, or release the teacher from at-will employment as necessary.

### TUBERCULOSIS TEST

Before the first day of employment, all new employees must have had a tuberculosis test as described in Education Code 49406 or a TB Risk Assessment (pursuant to AB1667) within the past 60 days. Employees transferring from other public or private schools within the State of California must either provide proof of an examination or a completed Risk Assessment within the previous 60 days or a certification showing that he or she was examined within the past four

(4) years and was found to be free of communicable tuberculosis. The current physician's statement or Risk Assessment must be on file in the office before the first day of employment. Failure to provide documentation on time may result in delay of your ability to begin work or termination.

TB Clearance is good for four years and it is the employee's responsibility to remain in compliance and ensure the School has a valid certificate on file. As a condition of continued employment, all employees will be required to present evidence once every four (4) calendar years that they are free from active tuberculosis. Employees whose TB clearance has expired will not be permitted to report to work, and will be placed on unpaid leave.

## CRIMINAL BACKGROUND CHECK

As required by law, all individuals working or volunteering at the School will be required to submit to fingerprinting and a criminal background investigation.

Applicants and employees with adverse background information (such as certain specific criminal convictions) may be ineligible for employment with the School.

The School shall, on a case-by-case basis, determine whether a volunteer will have more than limited contact with pupils or consider other factors requiring a criminal background check for such a volunteer.

## CHILD ABUSE AND NEGLECT REPORTING ACT

If, within your professional capacity or within the scope of your employment, you observe or gain possession of knowledge that a child has been a victim of child abuse or sexual abuse or neglect, or you reasonably suspect it, California Penal Code Section 11166 requires you to immediately report this information or suspicion to a child protective agency or the police. The report shall be made by phone as soon as possible and a subsequent written report must be sent within 36 hours of your knowledge or suspicion of the abuse. Failure to meet these obligations can result in a monetary fine and/or jail.

While each employee has the responsibility to ensure the reporting of any child he/she suspects is a victim of abuse, the employee is not to verify the suspicion or prove that abuse has occurred. Teachers or staff who become aware of suspected child abuse should report the suspicions as required.

It is extremely important that CPA's employees comply with the requirements of the Child Abuse and Neglect Reporting Act (CANRA). No mandated reporter can be held civilly or criminally liable for any report required or authorized by CANRA. In addition, any other person who voluntarily reports a known or suspected incident of child abuse or neglect will not incur civil or criminal liability unless it is proven that the report was false and the person knew the report was false or made the report with reckless disregard of its truth or falsity.

Your direct supervisor is available to answer any questions employees may have about their responsibilities under CANRA, or to assist an employee in making a report under CANRA. If an employee makes a report pursuant to CANRA without CPA's assistance, he or she is required to notify CPA of the report if it is based on incidents he or she observed or became aware of during the course and scope of

his or her employment with CPA.

All employees that are mandated reporters are required to participate in approved mandated reporter training provided by the School within six weeks of the employee's hire date and annually thereafter within the first six weeks of each school year. If the employee attends an approved mandated reporter training that is not offered by the School using a sign-in sheet confirming participation, the employee is required to provide a copy of any certificate of completion to the human resources department of the School after completion.

## PERSONNEL FILES

An employee or former employee (or designee) has the right to inspect or receive a copy of his or her personnel records at reasonable times, at a reasonable place, and on reasonable advance notice to Human Resources. All requests should be put in writing preferably on the form maintained by CPA. If the request includes a request for copies the employee or former employee may be required to pay for the actual costs of copying. Employer will respond to such a request within 30 days of receipt of the written request.

Employees are not entitled to inspect or copy: letters of reference, records that relate to an investigation of possible criminal activity, ratings, reports, or records obtained prior to employment, prepared by examination committee members or obtained in connection with a promotional examination.

## CHANGES IN EMPLOYEE INFORMATION

An employee is responsible for notifying Human Resources about changes in the employee's personal information and changes affecting the employee's status (ex. name changes, address or telephone number changes, marriages or divorces, etc.). This notification by the employee must occur as close to the change as possible, but no later than 30 days following the change.



## SECTION 7 – PERFORMANCE

### PERFORMANCE EVALUATIONS

Staff will be evaluated annually or every other year per the Evaluation Policy. Staff will meet with their direct supervisor annually to establish and review SMART goals for the school year.

## SECTION 8 – LEAVES

### FAMILY MEDICAL LEAVE ACT

Eligible employees may request a family and medical leave of absence under the circumstances described below. Eligible employees are those who have been employed by the School for at least 12 months (not necessarily consecutive), have worked at least 1250 hours during the 12 months immediately prior to the family and medical leave of absence, and are employed at a worksite where there are 50 or more employees of the School within 75 miles.

Ordinarily, you must request a planned family and medical leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as possible. You should use the School's request form, which is available upon request from Human Resources. Failure to comply with this requirement may result in a delay of the start of the leave.

A family and medical leave may be taken for the following reasons:

- The birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child.
- The care of the employee's spouse, child, parent, or registered domestic partner with a "serious health condition."
- The "serious health condition" of the employee.
- The care of the employee's spouse, child, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
- Any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee's spouse, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

A "serious health condition" is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. You may take a leave under paragraph (2) above only if due to a serious health condition, your spouse, child, parent, or registered domestic partner requires your care or assistance as certified in writing by the family member's health care provider. If you are seeking a leave under paragraph (3) above, you must provide the School with a medical certification from your health care provider establishing eligibility for the leave, and you must provide the School with a release to return to work from the health care provider before returning to work. You must provide the required medical certification to the School in a timely manner to avoid a delay or denial of leave. You may obtain the appropriate forms from Human Resources.

Family and medical leave is unpaid and may be taken for up to 12 workweeks during the designated 12-month period (with the exception of qualifying leaves to care for a member of the Armed Services who has a serious illness or injury, which may be taken for up to a total of 26 workweeks of leave during a

single 12-month period). The 12-month period will be defined as a “rolling twelve months” looking backward over the preceding 12 months to calculate how much family and medical leave time has been taken and therefore determine the amount of leave that is available. Qualifying leaves to care for a member of the Armed Services who has a serious illness or injury will be calculated on the 12-month period looking forward. All time off that qualifies as family and medical leave will be counted against your state and federal family and medical leave entitlements to the fullest extent permitted by law.

You will be required to use any available PTO during unpaid family and medical leave (e.g. for example, any period in which you are not receiving a wage supplement through the EDD). You will also be required to use any available paid sick leave during unpaid family and medical leave that is due to your own or a family member’s serious health condition. However, if an employee is receiving benefit payments pursuant to a disability insurance plan (such as California’s State Disability Insurance plan or Paid Family Leave program) or workers’ compensation insurance plan, the employee and the School may mutually agree to supplement such benefit payments with available PTO and/or paid sick leave.

Benefit accrual, such as PSL, PTO, and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment. During a family and medical leave, group health benefits will be maintained as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

If the employee out on leave chooses not to return to work from a leave allowed by this policy after the expiry of the leave, the employee will be required to repay the School the premium amounts it paid during leave, unless the employee does not return to work because of circumstances beyond his/her control or because of recurrence, continuation, or onset of a serious health condition.

If you do not return to work on the first workday following the expiration of an approved family and medical leave, you will be deemed to have resigned from your employment. Upon returning from such a leave, you will normally be reinstated to your original or an equivalent position and will receive pay and benefits equivalent to those you received prior to the leave, as required by law. In certain circumstances, “key” employees may not be eligible for reinstatement following a family and medical leave. The School will provide written notice to any “key” employee who is not eligible for reinstatement.

Before an employee will be permitted to return from leave taken because of their own serious health condition, the employee must obtain a certification from their health care provider that they are able to resume work.

If you have any questions concerning, or would like to submit a request for a family and medical leave of absence, please contact Human Resources. In some instances, FMLA leave and CFRA leave run concurrently and in some instances they do not. FMLA runs concurrently with Pregnancy Disability Leave, while CFRA does not.

## CALIFORNIA FAMILY RIGHTS ACT (“CFRA”)

Employees may be eligible for CFRA leave only if the School has 5 or more employees for each working day during each of the 20 or more calendar workweeks in the current or preceding calendar year. Eligible

employees may request a CFRA leave of absence under the circumstances described below. Eligible employees are those who have been employed by the School for at least 12 months (not necessarily consecutive) and have worked at least 1250 hours during the 12 months immediately prior to the CFRA leave of absence.

Ordinarily, you must request a planned CFRA leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as practicable. You should use the School's request form, which is available upon request from Human Resources. Failure to comply with this requirement may result in a delay of the start of the leave.

A CFRA leave may be taken for the following reasons:

- The birth of an employee's or a domestic partner's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth, adoption or placement of the child;
- The care of the employee's spouse, child, registered or domestic partner, domestic partner's child, parent, parent-in-law, grandparent, grandchild or sibling with a "serious health condition";
- The "serious health condition" of the employee; or
- The qualifying exigency related to covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States.

The definition of child includes any adult child, regardless of the child's age or dependency status.

A "serious health condition" is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. You may take a leave under paragraph (2) above only if due to a serious health condition, your spouse, child, registered or domestic partner, domestic partner's child, parent, parent-in-law, grandparent, grandchild, or sibling requires your care or assistance as certified in writing by the family member's health care provider. If you are seeking a leave under paragraph (3) above, you must provide the School with a medical certification from your health care provider establishing eligibility for the leave, and you must provide the School with a release to return to work from the health care provider before returning to work. You must provide the required medical certification to the School in a timely manner to avoid a delay or denial of leave. You may obtain the appropriate forms from Human Resources.

CFRA leave is unpaid and may be taken for up to 12 workweeks during the designated 12-month period. The 12-month period will be defined as a "rolling twelve months" looking backward over the preceding 12 months to calculate how much CFRA leave time has been taken and therefore determine the amount of leave that is available. Qualifying leaves to care for a member of the Armed Services who has a serious illness or injury will be calculated on the 12-month period looking forward. All time off that qualifies as CFRA will be counted against your state and federal family and medical leave entitlements to the fullest extent permitted by law.

You will be required to use any accrued vacation during unpaid CFRA leave (e.g. for example, any period in which you are not receiving a wage supplement through the EDD). You will also be required to use any

accrued paid sick leave during unpaid CFRA leave that is due to your own serious health condition. However, if an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program) or workers' compensation insurance plan, the employee and the School may mutually agree to supplement such benefit payments with available PTO and/or paid sick leave.

Benefit accrual, such as PTO, PSL, and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment. During a CFRA leave, group health benefits will be maintained as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

If the employee out on leave chooses not to return to work from a leave allowed by this policy after the expiry of the leave, the employee will be required to repay the School the premium amounts it paid during leave, unless the employee does not return to work because of circumstances beyond his/her control or because of recurrence, continuation, or onset of a serious health condition.

If you do not return to work on the first workday following the expiration of an approved CFRA leave, you will be deemed to have resigned from your employment. Upon returning from such a leave, you will normally be reinstated to your original or an equivalent position and will receive pay and benefits equivalent to those you received prior to the leave, as required by law.

Before an employee will be permitted to return from leave taken because of their own serious health condition, the employee must obtain a certification from their health care provider that they are able to resume work.

If you have any questions concerning a CFRA leave, or would like to submit a request for a CFRA leave of absence, please contact Human Resources.

## PREGNANCY DISABILITY LEAVE

The School provides pregnancy disability leaves of absence without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions. Employees should make requests for pregnancy disability leave to their supervisor and Human Resources at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. A health care provider's statement must be submitted, verifying the need for such leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to Human Resources. Employees returning from pregnancy disability leave must submit a health care provider's verification of their fitness to return to work.

The School will make a good faith effort to provide reasonable accommodations and/or transfer requests when such a request is medically advisable based on the certification of a healthcare provider. When an employee's health care provider finds it is medically advisable for an employee to take intermittent leave or leave on a reduced work schedule and such leave is foreseeable based on planned medical treatment because of pregnancy, the School may require the employee to transfer temporarily to an available alternative position. This alternative position will have an equivalent rate of pay and benefits and must

better accommodate recurring periods of leave than the employee's regular job.

Eligible employees are normally granted unpaid leave for the period of disability, up to a maximum of four months (or 17 1/3 weeks or 693 hours) per pregnancy. Employees will be required to use any unused allotted sick time during any unpaid portion of pregnancy disability leave (e.g. for example, any period in which you are not receiving a wage supplement through the EDD. Employees may also elect to use any available PTO during any unpaid portion of pregnancy disability leave. If an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program), the employee and the School may mutually agree to supplement such benefit payments with available PTO and/or sick leave.

Benefit accrual, such as PTO, sick leave, and holiday benefits, will be suspended during the approved pregnancy disability leave period and will resume upon return to active employment. Group health benefits will be maintained during the approved pregnancy disability leave as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

Additionally, if an employee does not return to work after the expiration of the pregnancy disability leave, and the reasons for failure to return to work do not include one of the following: the employee is on CFRA leave; or 2) the continuation, recurrence or onset of a health condition entitling the employee to pregnancy disability leave in the first instance, non-pregnancy-related medical conditions requiring other leave or other circumstances beyond the control of the employee, the School reserves the right to recover from the employee the premium the School paid for the employee's group health plan coverage while out on leave.

So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave is requested to provide the School with at least one week's advance notice of the date she intends to return to work.

When an approved pregnancy disability leave ends, the employee will be reinstated to the same position, unless the job ceases to exist because of legitimate business reasons. An employee has no greater right to reinstatement to the same position or to other benefits and conditions of employment than if she had been continuously employed in this position during the pregnancy disability leave or transfer. If the same position is not available, the employee will be offered a comparable position in terms of such issues as pay, location, job content, and promotional opportunities, if one exists. An employee has no greater right to reinstatement to a comparable position or to other benefits or conditions of employment than an employee who has been continuously employed in another position that is being eliminated.

If you have any questions regarding pregnancy disability leave, please contact Human Resources.

## MILITARY SPOUSE LEAVE

An eligible employee-spouse of a qualified service member is entitled to take ten (10) days of unpaid leave during a period when the spouse or domestic partner is on leave from deployment during a period of military conflict.

An eligible employee must work an average of 20 hours per week; must provide notice of his or her intention to take the leave within two (2) business days of receiving official notice that the service member will be on leave from deployment; and submit written documentation certifying that the service member will be on leave during the time the leave is required.

The employee may use unused and available PSL or PTO for this leave.

## WORKERS' COMPENSATION LEAVE

Employees that are temporarily disabled due to a work-related illness or injury will be placed on workers' compensation leave. The duration leave will depend upon the rate of recovery and the medical provider's recommendation. Workers' compensation leave will run concurrently with any other applicable medical leave of absence (i.e. FMLA/CFRA if applicable). Human Resources will reach out to employees that have requested a workers' compensation leave regarding employer provided health insurance benefits. If you have any questions concerning this leave and/or any benefit related questions, please contact Human Resources.

## BEREAVEMENT LEAVE

CPA provides regular full-time employees up to three (3) days of paid bereavement leave, beyond sick or personal time, due to the death of an immediate family member. This includes a parent (including an in-law and step-parent), spouse, domestic partner, dependent, sibling, stepsibling, grandparent or grandchild. If a funeral is more than 500 miles from your home, you may receive paid leave for five (5) days with prior approval from your supervisor.

## JURY DUTY LEAVE

All employees who receive a notice of jury/witness duty must notify their supervisor as soon as possible so that arrangements may be made to cover the absence. In addition, employees must provide a copy of the official jury/witness duty notice to their supervisor. Employees must report for work whenever the court schedule permits. Either the School or the employee may request an excuse from jury/witness duty if, in the School's judgment, the employee's absence would create serious operational difficulties.

Non-exempt employees who are called for jury/witness duty will be provided time off without pay. Exempt employees will receive their regular salary unless they do not work any hours during the course of a workweek. Employees may elect to use any available PTO during jury/witness duty leave.

In the event that the employee must serve as a witness within the course and scope of his or her employment with the School, the School will provide time off with pay.

## TIME OFF TO VOTE

The School will allow any non-exempt employee who is a registered voter and does not have enough time outside of working hours to vote in a statewide election up to two (2) hours of work time without loss of pay to vote. The request must be made at least two (2) working days in advance. The time must be at the

beginning or end of the employee's regular shift, whichever provides the least disruption to the normal work schedule unless the School and the employee agree otherwise. The employee may be required to prove he or she is a registered voter.

An employee may also serve as an election official on Election Day without being disciplined, however the School will not pay the employee for this time off. Available PTO may be used for this time off.

## SCHOOL ACTIVITIES LEAVE

The School encourages employees to participate in the school activities of their child(ren). If you are the parent or guardian of a child who is in school up to grade 12, or who attends a licensed daycare facility, you may take up to 40 hours of unpaid leave per year to participate in the activities of the school or daycare facility, to find, enroll or reenroll your child in a school or with a licensed childcare provider and/or to address a childcare provider or school emergency.

The leave is subject to all of the following conditions:

- The time off for school activity participation cannot exceed eight (8) hours in any calendar month, or a total of forty (40) hours each year.
- Unless it is an emergency, employees planning to take time off for school visitations must provide as much advance notice as possible to their supervisor.
- If the School employs both parents, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by his or her supervisor.
- Employees must use existing PTO in order to receive compensation for this time off.
- Employees who do not have paid time off available will take the time off without pay.
- Documentation of participation may be requested and will be sufficient if it is provided in writing by the school or the licensed child care/day care facility.

## SCHOOL APPEARANCE/SUSPENSION LEAVE

If the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert his or her supervisor as soon as possible before leaving work. In compliance with California Labor Code section 230.7, no discriminatory action will be taken against an employee for taking time off for this purpose. To be eligible for time off to attend a child's school, the employee must be the parent of a child in kindergarten or in grades 1-12 and must present the school's communication, which requests the employee's appearance at the school, to his or her supervisor at least two days before the requested time off.

This leave is unpaid but the employee may choose to use available PTO. You will not be discharged or discriminated against because of an absence protected by this law.

## CRIME VICTIM LEAVE

Employees are allowed to be absent from work for various reasons related to crime or abuse if:



- The employee is a victim of such a crime.
- An immediate family member (i.e., spouse, registered domestic partner, child, step-child, adoptive child, foster child, legal ward of the court, adopted child, a child of a domestic partner, a child to whom the employee stands in loco parentis, a person to whom the employee stood in loco parentis when the person was a minor, sibling, step-sibling, foster sibling, adoptive sibling, half-sibling, parent, legal guardian of an employee or an employee's spouse or domestic partner, person who stood in loco parentis when the employee or employee's spouse or domestic partner was a minor child, step-parent, or the child or a registered domestic partner, or any other individual whose close association with the employee is the equivalent of any of these family relationships) of an employee is a victim of such a crime.

"Victim" means a victim of stalking, domestic violence, or sexual assault; a victim of crime that caused physical injury or that caused mental injury and a direct threat of physical injury; a person whose immediate family member is deceased as the direct result of crime.

Leave may be taken for the following reasons:

- Any employee may take leave to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding.
- An employee victim may take time off to obtain or attempting to obtain any relief, which includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child.
- An employee victim to seek medical attention for injuries caused by crime or abuse.
- An employee victim to obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse.
- An employee victim to obtain psychological counseling or mental health services related to an experience of crime or abuse.
- An employee victim to participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

When an employee is a victim as defined as follows: A person against whom one of the following crimes has been committed: A violent felony as defined in Penal Code section 667.5(c); A serious felony as defined in Penal Code section 1192.7(c); A felony provision of law proscribing theft or embezzlement, the employee shall be allowed to attend judicial proceedings related to that crime or those crimes against an immediate family member victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim.

When an unscheduled absence occurs, the School shall not take any action against the employee if the employee, within a reasonable time after the absence, provides a certification to the employer. Documentation may be from any of the following:

- A police report indicating that the employee was a victim.
- A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in

court.

- Documentation from a licensed medical professional, domestic violence counselor, a sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse; or
- 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 by this Crime Victim Leave.

An employee must give reasonable advance notice to the School by providing documentation of the proceeding, unless advanced notice is not feasible.

This leave is unpaid but the employee may choose to use available sick, or personal time off (PTO). You will not be discharged or discriminated against because of an absence protected by this law.

The School will also, to the extent possible and allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

## DOMESTIC VIOLENCE LEAVE/SEXUAL ASSAULT/STALKING LEAVE

If you are the victim of domestic violence, sexual assault, or stalking, you may be entitled to a reasonable accommodation for your safety while at work. Reasonable accommodations may include the implementation of safety measures, including a transfer, reassignment, modified schedule, changed work telephone, changed work station, installed lock, assistance in documenting domestic violence, sexual assault, stalking, or other crime that occurs in the workplace, an implemented safety procedure, or another adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other crime, or referral to a victim assistance organization. The School is not required to undertake an action that constitutes an undue hardship on its business operations. If you require a reasonable accommodation in line with this policy, please contact the School's human resources manager.

You will not be discharged, discriminated against, or retaliated against because of a request for an accommodation under this policy.

If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with his or her supervisor and/or the Labor Commissioner's Office. For more information, contact the Labor Commissioner's Office by phone at (213) 897-6595 or visit a local office by finding the nearest one on the website: [www.dir.ca.gov/dlse/DistrictOffices.htm](http://www.dir.ca.gov/dlse/DistrictOffices.htm). The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

## MILITARY LEAVE

California's military leave laws, and the Uniformed Services Employment and Reemployment Rights Act

("USERRA") ensure that employees are not adversely affected in their employment after taking leave for military service. Employees who serve in the military and are entitled to military leave of absence without pay from the School under applicable laws should notify Human Resources regarding the need for military leave.

Please see Human Resources for more information regarding job reinstatement rights upon completion of military service.

## ADULT LITERACY LEAVE

Pursuant to California law, the School will reasonably accommodate any eligible employee who seeks to enroll in an adult literacy education program, provided that the accommodation does not impose an undue hardship on the School. The School does not provide paid time off for participation in an adult literacy education. However, you may utilize available PTO if you want compensation for this time off. If you do not have any PTO available, you will be permitted to take the time off without pay.

## ORGAN DONOR / BONE MARROW DONOR LEAVE

The School will provide up to five business days of paid leave within a one-year period to an employee who donates bone marrow to another person. In addition, the School will provide up to 30 business days of paid leave within a one-year period and up to another 30 business days of unpaid leave within a one-year period to an employee who donates an organ to another person. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months.

You must give as much notice as is practicable and must provide certification of the medical necessity of the procedure. You will be required to use up to ten (10) days of any available paid leave (sick and/or PTO) for organ donation and up to five (5) days of available paid leave (sick and/or PTO) for bone marrow donation. This leave does not run concurrently with FMLA/CFRA. You must have been employed for at least a 90-day period immediately preceding the beginning of the leave, if otherwise eligible.

The employee will also be given an additional unpaid leave of absence, not exceeding 30 business days in a one-year period, when that employee is an organ donor, for the purpose of donating the employee's organ to another person. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months.

You may take this leave incrementally, as medically necessary, or all at one time. All health benefits shall be maintained during this leave to the extent they exist at the time of the leave. This leave shall not be considered a break in service and the employee shall continue to receive paid time off and other benefits as if they had continued working. The Employee shall be required to pay any portion of their benefits they are currently paying.

An employee shall not have any greater rights during this leave than if he or she had been actively working during this time, but will be reinstated to their same or equivalent job prior to the leave. No employee shall be discriminated or retaliated against for taking an organ donation or bone marrow leave.

## DRUG & ALCOHOL REHABILITATION LEAVE

CPA will reasonably accommodate any employee who volunteers to enter an alcohol or drug rehabilitation program, if the reasonable accommodation does not impose an undue hardship on the School. Reasonable accommodation includes time off without pay and adjusting work hours. You may use allotted and unused sick leave. All reasonable measures to safeguard your privacy will be maintained.

This policy in no way restricts CPA's right to discipline an employee, up to and including termination of employment, for violation of CPA's Substance and Alcohol Policy.

## VOLUNTEER CIVIL SERVICE LEAVE/TRAINING

In California, no employee shall receive discipline for taking time off to perform emergency duty/training as a volunteer firefighter, reserve ~~police~~ peace officer, or emergency rescue personnel. If you are participating in this kind of emergency duty/training, please alert your supervisor so that he or she may be aware of the fact that you may have to take unpaid time off for emergency duty/training. In the event that you need to take time off for emergency duty/training, please alert your supervisor before doing so whenever possible. Time off for emergency training may not exceed 14 days per calendar year.

Emergency Duty/Training Leave is unpaid. You may choose to use your available sick, and/or PTO if you wish to receive compensation for this time off, but you are not required to do so.

If you feel you have been treated unfairly as a result of taking or requesting Emergency Duty/Training Leave, you should contact your supervisor or any other manager, as appropriate

## CIVIL AIR PATROL LEAVE

CPA provides eligible employees who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to (10) days of unpaid leave per calendar year. Leave for a single emergency operational mission will generally be limited to three days unless an extension is granted by appropriate government entities and approved by the School.

To be eligible, employees must have been employed with CPA for 90 days immediately preceding the commencement of leave. Additionally, the School may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave requested or taken.

Employees are required to give the School as much notice as possible of the intended dates upon which the leave would begin and end. The School will restore the employee to the position he or she held when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to the exercise of the leave rights by the employee. The time off is unpaid. However, an employee may utilize accrued PTO.

## STAFF OUT OF STATE/COUNTRY

Employees are not allowed to perform any work for Cabrillo Point Academy while the employee is located outside of the United States of America. Any time taken outside of the United States of America will be taken as sick/ vacation leave or unpaid time off. Any dispute arising out of the employment context between Cabrillo Point Academy and the employee will be filed in a court of competent jurisdiction located in San Diego County or with an arbitrator in accordance with an arbitration agreement located in San Diego County and in accordance with the laws of the state of California without regard to conflict of laws principles.

## SECTION 9 – BENEFITS

### SCHOOL HOLIDAYS

The School observes the following holidays during the year:

- Independence Break
- Labor Day
- Veteran's Day
- Thanksgiving Break
- Winter Break
- Martin Luther King Day
- Presidents' Break
- Spring Break
- Memorial Day

To be eligible for holiday pay, an employee must be full-time and non-exempt and must work both the business day before and after the holiday. Part-time employees, temporary employees, exempt employees (including, but not limited to teachers) are not eligible for holiday pay. Exempt employees and teachers will receive their regularly scheduled pay during holidays.

Eligible employees will receive time off with pay at their regular rate of pay on the School-observed holidays listed above. When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or following Monday. However, the School may close on another day. Holiday observance will be announced in advance. The School reserves the right to change this policy at any time, with or without notice.

Holiday hours do not count as hours worked for purposes of calculating overtime. For example, if you receive 8 hours of holiday pay on Monday and work 40 hours Tuesday-Saturday (8 hours/day), you will not be eligible for overtime.

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 may use paid time off (PTO) if the employee has unused PTO available, otherwise the holiday will be unpaid. All steps will be taken to reasonably accommodate a religious holiday (or practice) absent an undue hardship.

To qualify for holiday pay, all employees must work the last scheduled day before and the first scheduled day after the holiday unless the employee is absent:

- At the Supervisor's request/approval
- Due to closure of schools because of inclement weather
- Due to sickness with a doctor's note verifying need for absence
- Prior to or following Jury Duty or Bereavement Leave
- Due to a previously scheduled and approved time off

## PAID TIME OFF (PTO)

Full-time 12 month classified employees and certificated directors, and administrators are entitled to paid time off (PTO) according to this policy. PTO days may be used for vacation, personal time, illness, or time off to care for family or dependents. All other employees, including teachers, temporary employees, part-time employees are not eligible to receive or accumulate PTO.

PTO must be scheduled at least five (5) days in advance and approved by your supervisor, except in the case of an illness or emergency. In the case of illness or emergency you are required to contact your immediate supervisor at least one (1) hour before your shift begins, if possible or otherwise as soon as practicable. Employees using extended PTO time (in excess of three (3) days) must submit a request at least two (2) weeks before the extended PTO or, if used as sick time, the employee may be required to submit a doctor's release upon return to work. Your supervisor uses his/her discretion to approve PTO without advance notice.

Unless used for illness related purposes, PTO may not be taken the last week of the school year, or on scheduled in-service and/or training days, testing administration day, or immediately before or after holidays without supervisor's permission.

Full-time, regular Administrative/Classified employees (12-month employees) accrue ten (10) paid vacation days (per year. Vacation days are accrued at a rate of 6.667 hours) per month. Once an employee's PTO balance reaches twenty (20) days (i.e., 160 hours), the employee stops receiving any additional PTO until PTO is used and the employee's balance falls below the 20-day cap. PTO days will not accumulate during any unpaid leave of absence.

The following terms also apply to PTO:

- For both non-exempt and exempt employees, vacation time may be taken in minimum increments of .25 hours. If an exempt employee absents himself or herself from work for part or all of a workday, he or she will be required to use available PTO to make up for the absence.
- In the event an employee has exhausted his or her PTO, any additional time off must be approved by their supervisor and will be taken without pay.
- Any employee who misses three (3) consecutive days of work without notice to their supervisor may be deemed to have abandoned his/her job and voluntarily resigned from employment.
- Any employee who converts from full-time to part-time status (less than 35 hours/week) will no longer be eligible for PTO. All accrued PTO will be paid out on the paycheck following the

conversion.

- Upon separation of employment, eligible employees will be paid their accrued, but unused PTO based on their date of separation and their regular rate of pay. Employees are not entitled to pay in lieu of taking vacation except upon termination of employment.
- To the extent permitted by law, PTO accumulated prior to the start of a requested and approved unpaid leave of absence must be used to cover hours missed before the start of the unpaid leave.

As with all of its policies and procedures, the School reserves the right to modify, alter, or otherwise eradicate this policy at its sole and absolute discretion to the extent allowed by law.

## SICK LEAVE

The School enacted this policy in accordance with the California Healthy Workplaces, Healthy Families Act to provide paid sick leave ("PSL") to eligible employees.

### Eligible Employees

All employees (including teachers, part-time and temporary employees) who work for the School more than 30 days within a year in California are eligible to accrue PSL beginning on the first day of employment under the accrual rate and cap as set forth in this policy.

### Limits on Use

Eligible employees may use PSL beginning on the 90th day of employment.

PSL may be taken in minimum increments of ~~.25~~ 2 hours. If an exempt employee absents himself or herself from work for part or all of a workday for a reason covered by this policy, he or she will be required to use PSL to make up for the absence.

### Permitted Use

Eligible employees may use their allotted PSL as follows:

- To take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventive care for) the employee or the employee's family member.
- To aid or care for a guide dog, signal dog, or service dog, as those terms are defined by Civil Code section 54.1, of the employee, employee's family member, or the person designated by the employee as identified below.
- If the employee's place of business is closed by order of a public official due to a public health emergency, or the employee is providing care or assistance to a child, whose school or child care provider is closed by order of a public official due to a public health emergency.
- For purposes related to donating the employee's bone marrow or an organ of the employee to another person or to care for or assist a person for purposes related to that person's donating bone marrow or an organ to another person.
- **For family emergencies, employees may use up to 2 sick leave days per school year.**



For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, sibling, a designated person (if the employee does not have a spouse or registered domestic partner), the child or parent of a spouse of the employee or those related to the employee by blood or affinity equivalent to a family relationship. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner or a person who stood in loco parentis when the employee was a minor child. “Spouse” means a legal spouse as defined by California law.

Employees may also use their PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault.

### Accrual

PSL days are accrued as set forth below to eligible employees:

- All employees that have worked within California for 30 days are eligible employees that accrue one hour of PSL for every 30 hours worked beginning on their first day of employment. Accrual for non-exempt employees will be calculated based on actual hours worked. Accrual of PSL for eligible exempt employees will be calculated based on a 40-hour workweek or the employee’s normal workweek if the employee normally works less than 40 hours. PSL accrues on an as-worked basis and does not accrue during any non-working time or unpaid leave of absence.

### Carry Over and Caps on Accrual

~~The maximum amount of PSL that an employee may accrue is 80 hours. Once the maximum accrual is reached, employees stop accruing until the amount of accrued sick leave is below 80 hours. Accrued and unused sick leave carries over from year to year, subject to the 80-hour accrual cap. At no time may an employee accrue more than 80 hours.~~

~~The maximum amount of PSL that an employee may accrue is 80 hours for the school year. Carry over into the next year is subject to a cap of 18 days or 144 hours for full time employees. Once the maximum accrual is reached, employees stop accruing until the amount of accrued sick leave is below 144 hours. Accrued and unused sick leave carries over from year to year, subject to the 144-hour accrual cap. At no time may an employee accrue more than 144 hours. Part time employees will be capped at 80 hours.~~

### Notification

The employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, the employee must provide notice as soon as practicable.

### Termination

Employees will not receive pay in lieu of unused PSL. Unused PSL will not be paid out upon termination.

## No Discrimination or Retaliation

The School prohibits discrimination or retaliation against employees for using their PSL.

## 2021 COVID-19 SUPPLEMENTAL PAID SICK LEAVE (COVID-19 SPSSL)

Until no longer required by law, in addition to the School's PSL identified above, the School will provide to each employee employed by the School to the extent that the employee is unable to work (or telework) due to a need for leave because of any of the following:

- **Caring for Yourself:** The covered employee is subject to a quarantine or isolation period related to COVID-19 (see note below), or has been advised by a healthcare provider to quarantine due to COVID-19, or is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
- **Caring for a Family Member:** The covered employee is caring for a family member who is either subject to a quarantine or isolation period related to COVID-19 (see note below) or has been advised by a healthcare provider to quarantine due to COVID-19, or the employee is caring for a child whose school or place of care is closed or unavailable due to COVID-19 on the premises.
- **Vaccine-Related:** The covered employee is attending a vaccine appointment or cannot work or telework due to vaccine-related symptoms.

NOTE: The quarantine or isolation period related to COVID-19 is the period defined by an order or guidelines of the California Department of Public Health, the federal Centers for Disease Control and Prevention, or a local health officer with jurisdiction over the workplace.

All employees, regardless of how long the employee has been employed by the School, are eligible for COVID-19 SPSSL.

For full-time employees, the School will grant the employee 80 hours of paid E-Sick Leave. Full-time employees are those that are normally scheduled to work at least 40 hours each workweek. For part-time employees, a number of hours granted will be equal to the number of hours that such employee works, on average, over a 2-week period.

If the employee's schedule varies from week to week to such an extent that the employer is unable to determine with certainty the number of hours the employee would have worked if the employee had not taken COVID-19 SPSSL, the employer shall use the following in place of such number:

- **Part-Time Covered Employees with Variable Schedules Who Have Worked For an Employer Over a Period of More Than 14 Days.** For such a part-time covered employee who works variable hours, the covered employee may take fourteen times the average number of hours the covered employee worked each day for the employer in the six months preceding the date the covered employee took 2021 COVID-19 Supplemental Paid Sick Leave. If the part-time covered employee has worked for the employer for fewer than six months, this calculation would be done over the entire period that the covered employee has worked for the employer. If the variable schedule calculation results in an average work schedule of at least 40 hours per week, the variable-scheduled covered employee would be considered full-time and entitled to 80 hours of leave

because the laws require the employer to pay 80 hours of 2021 COVID-19 Supplemental Paid Sick Leave to a covered employee it properly considers full-time, but does not require payment for more than 80 hours.

- Part-Time Covered Employees with Variable Schedules Who Have Worked For an Employer for a Period of 14 Days or Fewer. A covered employee who is newly hired (i.e., hired 14 days or less) and works variable hours will be entitled to the number of 2021 COVID-19 Supplemental Paid Sick Leave hours that they have worked in the preceding two weeks.

Unused paid COVID-19 SPSL does not carry over from 1 year to the next and is not paid out on termination.

The School shall not require, as a condition of providing paid COVID-19 SPSL, that the employee involved search for or find a replacement employee to cover the hours during which the employee is using paid COVID-19 SPSL.

COVID-19 SPSL is calculated based on the employee's required compensation and the number of hours the employee would otherwise be normally scheduled to work, except that an employer shall not be required to pay more than \$511 per day and \$5,110 in the aggregate when an employee uses COVID-19 SPSL, but the covered employee may utilize other paid leave that may be available in order to receive what they would normally earn if the cap is reached.

## INSURANCE BENEFITS

Full-time employees are entitled to insurance benefits offered by CPA. These insurance benefits will include medical, dental, and vision. The School will set a defined contribution towards the employee's insurance premiums that are sponsored by CPA. This amount will be determined on an annual basis. The employee's portion of the monthly premiums will be deducted from the employee's paycheck on a pre-tax basis.

If medical insurance premium rates increase, employees may be required to contribute to the cost of the increase to retain coverage. Unless otherwise mandated by law, employees on a leave of absence may be responsible for selecting continuing health coverage and paying the premium for such coverage through COBRA. If you have any benefit related questions while on a leave of absence, please contact Human Resources.

Additional voluntary insurance plans will be offered through the School that will be the employee's responsibility to purchase and pay for.

## COBRA BENEFITS

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under CPA's health plan when a "qualifying event" would normally result in the loss of eligibility.

Some common qualifying events are resignation, termination of employment, or death of an employee, a reduction in an employee's hours or leave of absence, divorce or legal separation, and a dependent child

no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at CPA group rates plus an administration fee. CPA or our carrier provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under CPA's health insurance plan. The notice contains important information about the employee's rights and obligations.

## SOCIAL SECURITY/MEDICARE

If you are a full-time regular employee contributing to a teacher's retirement system (PERS/STRS), your earnings from this job are not covered under Social Security. When you retire, or if you become disabled, you may receive a pension based on earnings from this job. If you do, and you are also entitled to a benefit from Social Security based on either your own work or the work of your spouse, or former spouse, your pension may affect the amount of the Social Security benefit you receive. Your Medicare benefits, however, will not be affected.

CPA withholds income tax from all employees' earnings and, if elected, participates in FICA (Social Security), for temporary employees and Medicare withholding and matching programs as required by law.

## STATE DISABILITY INSURANCE (WAGE SUPPLEMENT)

All employees are enrolled in California State Disability Insurance (SDI), which is a partial wage replacement insurance plan for California workers. Employees may be eligible for SDI when they are ill or have non-work related injuries, or may be eligible for work related injuries if they are receiving workers' compensation at a weekly rate less than the SDI rate. Specific rules and regulations relating to SDI eligibility are available from Human Resources.

## PAID FAMILY LEAVE (WAGE SUPPLEMENT)

Under California law, eligible employees may participate in the Paid Family Leave ("PFL") program, which is part of the state's unemployment compensation disability insurance program. The PFL program provides up to eight weeks of partial wage replacement benefits to employees who take time off to care for a seriously ill or injured child, spouse, parent, registered domestic partner, siblings, grandparents, grandchildren, or parents-in-law or to bond with a new child (birth, foster care, adoption) or participate in a qualifying event because of a family member's military deployment to a foreign country. The PFL program does not provide job protection or reinstatement rights. It is a wage supplement provided by the state concurrently while an employee takes an eligible leave of absence under CPA policy and applicable law.

CPA will require you to exhaust any available sick leave and PTO prior to your receipt of benefits under the PFL program.

The program will be administered in a manner consistent with California law. For more information regarding this program, you may contact the California Employment Development Department.

## WORKER'S COMPENSATION INSURANCE

Eligible employees are entitled to workers' compensation insurance benefits when suffering from an occupational illness or injury. This benefit is provided at no cost to the employee.

In the event of an occupational injury or illness (as defined under Workers' Compensation Law) an employee may be covered by workers' compensation insurance instead of group insurance.

If an employee should become injured or in any way disabled on the job, he or she must report the injury immediately to his or her supervisor. It is a felony to file a fraudulent or false workers' compensation claim.

## RETURN-TO-WORK POLICY

CPA strives to assist employees to return to work at the earliest possible date following an injury or illness. A return-to-work program has several benefits for both the School and employees by minimizing time lost from work.

This policy is not intended to supersede or modify the procedures applicable to employees eligible for reasonable accommodation under the Americans with Disabilities Act (ADA) or leave benefits under the Family and Medical Leave Act (FMLA) or California Family Rights Act (CFRA). Inquiries about the ADA, FMLA or CFRA should be directed to the human resource department (HR).

CPA defines "transitional work" as temporary, modified work assignments within the worker's physical abilities, knowledge and skills.

When possible, transitional positions may be made available to qualified employees to minimize or eliminate time lost from work. The School cannot guarantee a transitional position and is under no obligation to offer, create or encumber any specific position for purposes of offering placement to such a position.

### Procedures

If a health care provider releases the employee to return to work on modified duty and has completed the return-to-work and job description forms, the employee should return the forms to HR within 24 hours or as soon as practicable. The employee cannot return to work without the release from the health care provider.

HR will review the return-to-work form and determine a transitional position for the employee if appropriate and transitional work falls within the School's operational needs. A transitional position job description, including physical requirements, will be prepared for review and approval by the employee's health care provider.

Transitional positions are developed based on the physical capability of the worker, the needs of the School, and the availability of transitional work. CPA will determine appropriate work hours, shifts, duration and locations of all work assignments. The School reserves the right to determine the availability, appropriateness and continuation of all transitional work assignments.

It is the responsibility of the employee to provide HR with a current telephone number and address, so the employee may be contacted. The employee must notify HR immediately of any and all changes in medical conditions.

It is the responsibility of the employee and the employee's supervisor to notify HR immediately of any work-related injuries, if the employee misses time from transitional work or of any changes to transitional work assignments.

The employee will be asked to sign the notice indicating his or her acceptance or refusal of the transitional work job offer and to return the notice to HR.

Any employee returning to a transitional position must not exceed the duties of the position or go beyond the restrictions indicated by the health care provider. If any medical restrictions change, the employee must immediately notify their supervisor and provide the supervisor a copy of the new medical release.

Supervisors will monitor work performance to ensure the employee does not exceed the requirements set by the health care provider.

## UNPAID LEAVE

When an exempt salaried employee does not have any available PTO or PSL and there is a need for time off, they must take the whole day unpaid. Exempt salaried staff members cannot take partial days off as unpaid leave.

## SECTION 10 – EMPLOYEE COMMUNICATIONS POLICY

### COMMUNICATIONS POLICY

Every employee is responsible for using CPA's computer system, including, without limitation, its computers, laptops, iPads, tablets, cellular phones, electronic mail (Email) system, telephone, video conferencing, voicemail, facsimile systems and the internet ("Communications Systems"), properly and in accordance with this policy. Any questions about this policy should be addressed to the employee's immediate supervisor.

The Communication Systems are the property of CPA and have been provided for use in conducting CPA business. All communications and information transmitted by, received from, created, or stored in CPA's Communication Systems are records and property of CPA. The Communication Systems are to be used for School purposes only. Employees may, however, use CPA technology resources for the following incidental personal uses so long as such use does not interfere with the employee's duties, is not done for pecuniary gain, does not conflict with CPA business, and does not violate any CPA policies:

- To send and receive necessary and occasional personal communications.
- To use the telephone system for brief and necessary personal calls; and
- To access the internet for brief personal searches and inquiries during meal periods or other breaks, or outside of work hours, provided that employees adhere to all other usage policies.

#### No Expectation of Privacy

CPA has the right, but not the duty, to monitor any and all of the aspects of its Communication Systems, including, without limitation, reviewing documents created and stored on its Communication Systems, deleting any matter stored in its system (including, without limitation, its Email and word processing systems), monitoring sites visited by employees on the internet, monitoring chat and news groups, reviewing material downloaded or uploaded by users to the internet, and reviewing Email, voicemails, and instant messages sent and received by users. Further, CPA may exercise its right to monitor its Communications Systems for any reason and without the permission of any employee. Employee use of CPA's Communication Systems constitutes consent to all the terms and conditions of this policy.

Even if employees use a password to access the Communication Systems (or any aspect thereof), the confidentiality of any message stored in, created, received, or sent from CPA's Communication Systems is not assured. Use of passwords or other security measures does not in any way diminish CPA's right to monitor and access materials on its Communication Systems, or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed CPA upon request for any reason that CPA, in its discretion, deems appropriate. Further, employees should be aware that deletion of any Email messages, voicemails or files would not truly eliminate the messages from the system. All Email messages, voicemails and other files may be stored on a central back-up system in the normal course of data management.

Employees have no expectation of privacy in anything they view, create, store, send, or receive on the Communication Systems.

Notwithstanding the foregoing, even though CPA has the right to retrieve, read, and delete any information viewed, created, sent, received, or stored on its Communication Systems, Email messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any Email messages that are not sent to them or by them. Any exception to this policy must receive the prior approval of the Senior Director.

### Professional Use of Communication Systems Required

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. Emails and other text communications, in particular, are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write Email communications with no less care, judgment, and responsibility than they would use for letters or internal memoranda written on CPA letterhead.

### Offensive and Inappropriate Material

CPA's policy against discrimination and harassment, sexual or otherwise, applies fully to CPA's Communication Systems, and any violation of that policy is grounds for discipline up to and including discharge. Therefore, no Email messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other characteristic protected by law. Further, material that is fraudulent, harassing, abusive, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, unlawful, inappropriate, or offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability, or any other characteristic protected by law) may not be downloaded from the internet or displayed or stored in CPA's computers. **Likewise, material or graphics political in nature are not allowed to be used or displayed during work hours.** Employees encountering or receiving this kind of material should immediately report the incident to their Senior Director.

CPA may (but is not required) to use software to identify inappropriate or sexually explicit internet sites. Such sites may be blocked from access by CPA networks. Employees who encounter inappropriate or sexually explicit material while browsing on the internet should immediately disconnect from the site, regardless of whether the site was subject to CPA's blocking software.

### Licenses and Fees

Employees may not agree to a license or download any material over the internet for which a registration fee is charged without first obtaining the express written permission of his/her Senior Director.

### Games and Entertainment Software

Employees may not use a CPA internet connection to download games or other entertainment software, or to play games over the internet.

### Confidential Information

Employees may not transmit information over the internet or through email that is confidential or proprietary. Employees are referred to CPA's "Confidential Information" policy, contained herein, for a general description of what CPA deems confidential or proprietary. When in doubt, employees must



consult their immediate supervisor and obtain approval before transmitting any information that may be considered confidential or proprietary.

### Copyrights and Trademarks

CPA's Communication Systems may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from his/her Senior Director. Employees, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult a supervisor.

Any CPA approved material that is posted or sent via its computer system should contain all proper copyright and trademark notices. Absent prior approval from a supervisor to act as an official representative of CPA, employees posting information must include a disclaimer in that information stating, "Views expressed by the author do not necessarily represent those of CPA."

### Maintenance and Security of the System

Employees must not deliberately perform acts that waste resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the internet, playing games, streaming video or audio files, engaging in online chat groups, printing excessive copies of documents, or otherwise creating unnecessary network traffic. Because audio, video, and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business-related. In addition, employees should routinely delete outdated or otherwise unnecessary voicemails, Emails and computer files. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

To ensure security and to avoid the spread of viruses, employees accessing the internet through a computer attached to CPA's network must do so through an approved internet firewall. Accessing the internet directly by modem is strictly prohibited unless the computer you are using is not connected to CPA's network.

Files obtained from sources outside CPA including disks brought from home; including files downloaded from the internet, news groups, bulletin boards, or other online services; files attached to email; and files provided by students, parents, or vendors, may contain dangerous computer viruses that may damage CPA's computer network. Employees should never download files from the internet, accept email attachments from outsiders, or use disks from non-CPA sources, without first scanning the material with CPA approved virus checking software. If you suspect that a virus has been introduced into CPA network, notify technology personnel immediately.

### Violations of this Policy

Violations of this policy will be taken seriously and may result in disciplinary action, including possible termination, and civil and criminal liability.

### Amendment and Modification of this Policy

CPA reserves the right to modify this policy at any time, with or without notice. CPA may require employees to acknowledge and comply with a separate Acceptable Use Policy for Internet and Network Resources, which shall control in the event of a conflict.

## SOCIAL MEDIA AND VIDEO CONFERENCING POLICIES

CPA has adopted the following policy with regard to employees' behavior on social networking sites including but not limited to Facebook, Twitter, LinkedIn, Pinterest, Instagram, Snap Chat and YouTube. CPA has also adopted a policy regarding employees' behavior during video conferencing. If you wish to use networking protocols or set up a social media site as a part of the educational process, please work with your administrators and technology staff to identify and use a restricted, School-endorsed networking platform. Such sites will be the property of the School who will have unrestricted access to, and control of, such sites.

This policy is intended to supplement, not replace, the School's other policies, rules, and standards of conduct. For example, School policies on confidentiality, use of School equipment, professionalism, employee references and background checks, workplace violence, unlawful harassment, and other rules of conduct are not affected by this policy.

You are required to comply with the following rules and guidelines when participating in social media activities that are governed by this policy:

- Comply with the law at all times. Do not post any information or engage in any social media activity that may violate applicable local, state, or federal laws or regulations.
- Do not engage in any discriminatory, harassing, or retaliatory behavior in violation of School policy.
- Respect copyright, fair use, and financial disclosure rules and regulations. Identify all copyrighted or borrowed material with proper citations and/or links.
- Maintain the confidentiality of the School's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. This prohibition applies both during and after your employment with the School.
- Do not post confidential information (as defined in this Handbook) about the School, its employees, or its students. Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consents are obtained.
- While limited and incidental social media activities at work may be tolerated, such social media activities may not interfere with your job duties or responsibilities. Do not use your School-authorized e-mail address to register on social media websites, blogs, or other online tools utilized

for personal use.

- Be knowledgeable about and comply with the School's background check procedures.
- Be knowledgeable about and comply with the School's reference policy. Do not provide employment references for current or former employees, regardless of the substance of such comments, without prior approval from the School.
- We encourage you to be fair and courteous to fellow employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School. We also encourage you to avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, or intimidating, that disparage employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School, or that might constitute harassment or bullying.
- Make sure you always try to be honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Please do not post any information or rumors that you know to be false about the School, fellow employees, students, parents, vendors, customers, suppliers, people working on behalf of the School, or competitors.
- Never represent yourself as a spokesperson for the School unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with the School, make it clear that you are not speaking on behalf of the School and that your views do not represent those of the School, fellow employees, students, parents, vendors, customers, suppliers, or other people working on behalf of the School. It is best to use a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the School."
- Never be false or misleading with respect to your professional credentials.
- Do not take any photos, videos, or other media in the workplace or on the School's premises or at School functions without permission of the School. It is your responsibility to ensure that your posts do not contain any prohibited information, or Confidential Information, including, but not limited to, photos, videos, or other media referencing or relating to student information, even if the student(s) is/are not specifically identified by name but could be easily determined or may be perceived as identifying any student or group of students. Violations may result in disciplinary action, up to and including termination.
- Supervisors who "friend" subordinates on social media accounts (whether personal or School accounts) are responsible for abiding by this policy at all times and immediately reporting any violations of this policy to. Failure to do so may result in disciplinary action, up to and including termination.

Employees are not to initiate "friendships" with students or parents. Employees shall not accept students as friends on any personal social networking sites and are to decline any student-initiated friend requests. Employees must delete any students already on their "friends" list immediately. Employees should also be aware that participation in social media, even in a private setting, may not remain private and posts may become public knowledge and/or reported to the school.

Employees should weigh whether a particular posting **or explicit/implicit message** puts his/her effectiveness as a School employee at risk. CPA encourages employees to post only what they want the world to see. Imagine that students, their parents, or administrators will visit your site as most information

is available to the general public even after it is removed from the site. Employees may not discuss students nor post images that include students.

### Personal or Professional Blogs

This policy should not be construed, and will not be applied, in a manner that violates employee rights under the National Labor Relations Act.

Employees may not comment on a student's blog or a student's other social networking commentaries.

Employees may not use trade names, or logos belonging to the School without express written permission of the Senior Director.

In the event you have any questions about whether a particular social media activity may involve or implicate the School, or may violate this policy, please contact Human Resources. Social media is in a state of constant evolution, and the School recognizes that there will likely be events or issues that are not addressed in these guidelines. Thus, each School employee is responsible for using good judgment and seeking guidance, clarification, or authorization before engaging in social media activities that may implicate this policy.

Failure to comply with CPA's social media policy will result in disciplinary action, up to, and including, immediate termination.

## EQUIPMENT POLICY

CPA attempts to provide all staff members with the equipment and supplies needed to do their job. Providing equipment is a great expense to the School. It is expected that everyone will protect and care for all equipment and supplies issued to them. Staff members are responsible for the cost of lost, stolen, or broken items issued to them including: keys, textbooks, teacher guides, laptops, and any other equipment that may be assigned to them if the loss is due to willful misconduct or gross negligence.

### Staff Equipment

Each staff member assigned devices and will be charged for any damages, loss or theft to the laptop caused by willful misconduct or gross negligence.

Although issued to an individual employee, all computing devices are considered the personal property of the primary organizational unit to which the receiving employee belongs and shall be returned upon termination of employment with the School, after reassignment of job duties or immediately upon request at any time by an official of the School.

Employees are expected to take all appropriate measures and precautions to prevent the loss, theft, damage and/or unauthorized use of such equipment. Such precautions shall include, but not be limited to the following:

- Keep the computing device in a locked and secured environment when not being used.
- Do not leave the computing device for prolonged periods of time in a vehicle, especially in extreme temperatures.
- Keep food and drinks away from all computing devices and work areas.
- Do not leave the computing device unattended at any time in an unsecured location (e.g., an unlocked empty office); and
- Keep the computing device in sight at all times while in public places, such as public transportation, airports, restaurants, etc. Should an employee's computing device be lost or stolen, the employee must:
  - Immediately report the incident to his/her immediate supervisor and/or Senior Director.
  - Obtain an official police report documenting the theft or loss; and
  - Provide a copy of the police report to his/her immediate supervisor or Senior Director.

If the employee fails to adhere to these procedures, the employee may be held legally and financially responsible to the School for the replacement of such equipment.

The School is under no legal, financial or other obligation to provide for a replacement computing device to any employee whose device is lost, stolen or damaged.

There is no expectation of privacy in School equipment. The School may add security and other tracking technology to any and all computing devices issued by it and any and all such usage is subject to management review, monitoring, and auditing by the School. Other audits may be performed on the usage and internal controls as deemed necessary.

Non-compliance with any policies or procedures regarding Employee Computers and Portable Computing Devices issued by the School will result in appropriate disciplinary action and/or reimbursement of any and all costs to the School.

## CELL PHONE POLICY

If you are required to perform business on a cell phone for CPA while driving, you must utilize the hands-free option on the cell phone or a headset/earpiece device. Sending, writing, or reading text based communications on your cell phone while driving a School vehicle or your own vehicle to conduct School business is prohibited. Text based communications include, but are not limited to, text messages, instant messages, and email.

If you are assigned a School cell phone to conduct School business, please notify your supervisor if the cell phone is misplaced, stolen, or damaged. Personal calls, received or placed, are not allowed on School cell phones.

### Telephone Calls and Texting

While at work and during staff meetings, the employee's undivided attention is expected. Cell phones, texting, and pagers are not allowed so that the activities or discussion are not disturbed. Employees should

wait to make personal phone calls during breaks.

## NO SOLICITATION/DISTRIBUTION POLICY

CPA's Communication Systems may not be used to solicit for political causes, commercial enterprises, outside organizations, or other non-job-related solicitations. Approval from the Senior Director is required before anyone can post any information on commercial on-line systems or the internet.

In order to minimize non-work-related activities that could interfere with providing quality education, teamwork, and safety, CPA has established the following policy concerning solicitation and the distribution of written materials other than those directly related to the School's business.

Non-employees may not solicit or distribute written materials of any kind at any time on premises that are owned, leased, operated, managed, or controlled by CPA.

Employees may not solicit other employees during the workday when either the person doing the solicitation or the person being solicited is engaged in or required to be performing work tasks.

Employees may not distribute written materials of any kind during the workday when either the distributing employee or the employee receiving the materials is engaged in or required to be performing work tasks.

Additionally, distribution of written materials of any kind by CPA employees is prohibited at all times in all working areas on School premises.

Employees may solicit other employees when both parties are on non-work time. Employees may distribute written materials in non-work areas during non-work time.

The sole exceptions to this policy are charitable and community activities supported and approved by CPA.

School bulletin boards are the only areas where any merchandise or notices may be placed. Such items must meet the guidelines established by the School. CPA must approve any postings prior to posting.

CPA reserves the right to discontinue any solicitation or distribution if the activities become disruptive to employees or the efficient operation of the School's business.

Employees are required to leave School premises and other work areas at the completion of their workday. Employees are not permitted to enter or remain on School premises or work areas unless the employee is on duty, scheduled for work, coming to or departing from scheduled work, or otherwise has specific authorization from their supervisor.

## Definitions

School "premises": property owned, leased, operated, managed, or controlled by the School, including buildings, parking lots, and play areas that the School has the right to use exclusively or in common with others, vehicles owned or operated by the School.

Work time: any time when employees are engaged in or required to be performing work tasks or are otherwise “on the clock.”. Work time does not include break periods, meal times, or other periods during the workday when employees are properly not engaged in performing their work tasks.

Work areas: all areas controlled by the School where employees are performing work, except, employee break areas, and parking lots (non-work areas).

### Employee Responsibility

If you have a need to solicit and/or distribute materials on School premises, it must be in compliance with this policy. If you have questions, talk with Human Resources. If solicitation or distribution is conducted within the parameters of this policy, the manner of activities must not harass or intimidate other employees. If you are subjected to such behavior at any time, report the activity to your supervisor. If solicitation or distribution occurs while you are working, report the activity to your supervisor.

## ANTI-NEPOTISM POLICY

### Policy Statement

It is the policy of CPA to avoid Nepotism, which means to avoid creating or maintaining circumstances in which the appearance or possibility of favoritism, conflicts of interest, or management disruptions exist due to a relationship between a CPA decision-maker and his or her Family Member. This policy is to ensure effective supervision, internal discipline, security, safety, and positive morale in the workplace and to avoid the potential for problems of actual or perceived favoritism, conflicts in loyalty, discrimination, and appearances of impropriety or conflict of interest. This policy applies to all CPA board members, employees, individual consultants hired or retained by CPA, and School Services Providers hired or retained by CPA.

Relationships between CPA board members, employees, consultants, or School Services Providers are permissible under the following circumstances:

- Family Members of CPA board members, employees, individual consultants, or School Services Providers shall not be hired for or retained in an employment position if one Family Member would have the authority or be in a position to directly supervise, hire, or discharge the other.
- Any time a board member, employee, individual consultant, or School Services Provider is a Family Member of another, the relationship shall not result in an adverse impact on work productivity or performance. The determination of whether there is an adverse impact shall be in the discretion of the supervisor(s) of the employee(s), consultant(s), or School Services Provider(s), or in the case of a board member, in the discretion of the CPA Board of Directors.
- Any time a board member, employee, individual consultant, or School Services Provider is a Family Member of another, the relationship shall not create an actual conflict of interest under the law, and shall not create a detrimental perceived conflict of interest. The determination of whether there is a detrimental perceived conflict of interest shall be in the discretion of the supervisor(s) of the employee(s), consultant(s) or School Services Provider(s), or in the case of a board member,

in the discretion of the CPA Board of Directors.

## Definitions

“Family Members” include an employee's parent, child (natural, adopted, or legal guardianship), spouse, domestic partner, brother, sister, grandparent, grandchild, step-relationships within the preceding categories, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, and father-in-law.

“Nepotism” describes a work-related situation in which there is the potential for favoritism toward a Family Member (such as giving a job, promotion, biased performance reviews, or more favorable working conditions) on the basis of the familial relationship.

“School Services Provider” shall mean any provider of school services to CPA, and in the case of an organization shall mean be the responsible individual at such organization that provides school services to CPA.

## Procedures

When a Family Member of a current CPA board member, employee, individual consultant, or School Services Provider applies to become a board member or employee, or requests to be a consultant or School Services Provider, the Family Member’s application/request must be denied if a conflict under this policy exists (*e.g.*, if one Family Member would have the authority or be in a position to directly supervise, hire, or discharge the other). Special circumstances may be reviewed by the Board in the event that CPA’s best interests would be served otherwise.

When a Family Member of a current CPA board member, employee, individual consultant, or School Services Provider applies for a transfer to a new employment position within CPA, the Family Member’s application must be evaluated to determine whether a conflict under this policy exists. If a conflict exists, the application for transfer must either be denied or one of the Family Members must seek a position transfer to avoid the conflict, if any such opportunity exists. In the event that no such opportunity exists, the application for transfer must be denied.

In implementing this policy, it is permissible to ask an applicant, potential consultant, or School Services Provider to state whether he or she has a Family Member who is presently employed by or on the board of CPA, but such information may not be used as a basis for an employment decision except as stated herein.

When a relationship that creates a conflict with this policy occurs during employment, CPA will attempt to arrange a transfer or change in position/duties to eliminate the conflict. If a suitable transfer/change in position/duties is not available, one of the employees may be separated from service. Every attempt will be made to effect transfer or separation on the basis of agreement between the employees involved and CPA. If a mutual agreement is unattainable, the Board will determine, in CPA’s best interest, which employee is to be transferred or separated.

## Responsibilities

The Senior Director or designee shall coordinate with the current employee’s direct supervisor to develop



appropriate plans to ensure that a Family Member's employment does not conflict with this policy. If the situation cannot be resolved by a transfer, then the Senior Director or designee will deny the application for employment. Special circumstances may be reviewed by the Board in the event that CPA's best interests would be served by the employment of a Family Member.

The Senior Director or designee shall investigate reports of Nepotism and take appropriate action. Employees are required to disclose changes in their personal situations to the Senior Director or designee which may be covered by this policy. Supervisors may inquire about the family relationship between employees to determine the appropriateness of the working relationship under this policy. The Board shall make the final determination concerning potential conflicts with this policy involving the Senior Director.

## BUILDING SECURITY/SCHOOL KEYS

All employees who are issued keys to any building or office are responsible for their safekeeping.

You will be assigned all appropriate building keys needed to conduct your daily job responsibilities. You are responsible for all keys. Duplication of any School key is not allowed and strictly prohibited. It is against School policy to loan or distribute your assigned keys to another employee or non-employee of the School. If your school keys are lost, misplaced, destroyed, or stolen, you must report it immediately to the Senior Director.

The last employee, or a designated employee, who leaves the office and /or the school site at the end of the business day assumes the responsibility to ensure that all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend setting, and all appliances and lights are turned off with exception of the lights normally left on for security purposes. Employees are not allowed on school property before or after hours without prior authorization.

## INTERNAL INVESTIGATIONS & SEARCHES

From time to time CPA may conduct internal investigations pertaining to security, auditing, or work-related matters. Employees are required to cooperate fully with and assist in these investigations if required to do so.

In CPA's discretion, employees' work areas (i.e. desks, file cabinets, lockers, etc.) may be subject to a search without notice. Employees are required to cooperate. Because even a routine search for CPA property might result in the discovery of an employee's personal possessions, all employees are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to CPA. CPA will generally try to obtain an employee's consent before conducting a search of work areas, but it may not always be able to do so. Employees have no expectation of privacy in their work areas.

## VIOLENCE IN THE WORKPLACE

CPA has adopted a policy prohibiting workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, bullying, and/or coercion, which involve or affect

CPA or which occur on CPA property will not be tolerated. Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on CPA premises, regardless of the relationship between CPA and the parties involved
- All threats or acts of violence occurring off CPA premises involving someone who is acting in the capacity of a representative of CPA

Specific examples of conduct, which may be considered threats or acts of violence, include, but are not limited to, the following:

- Hitting or shoving an individual
- Threatening an individual or his/her family, friends, associates, or property with harm
- Intentional destruction or threatening to destroy CPA property
- Making harassing or threatening phone calls
- Harassing surveillance or stalking (following or watching someone)
- Unauthorized possession or inappropriate use of firearms or weapons

CPA's prohibition against threats and acts of violence applies to all persons involved in CPA's operation, including but not limited to all personnel, contract, unpaid interns, volunteers and temporary workers, and anyone else, including parents on CPA property. Violations of this policy by any individual on CPA property will lead to disciplinary action, up to and including termination and/or legal action as appropriate. All employees are encouraged to report incidents of threats or acts of physical violence of which they are aware to their supervisors or to their Senior Director.

If an employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be sought immediately. In such situations, the employee should contact the law enforcement authorities by dialing 911. Immediately after contacting the law enforcement authorities, the employee must report the

There will be no retaliation against any employee who brings a complaint in good faith under the Violence in the Workplace Policy or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. However, disciplinary action may be taken against employees who, in bad faith, make false or frivolous accusations.

In certain circumstances, the School may seek a workplace violence restraining order on behalf of one or more employees in furtherance of its commitment to providing a workplace that is free from acts of violence or threats of violence.

## SECTION 11 – STANDARDS OF CONDUCT

### PERSONAL STANDARDS

#### School Dress Code

It is the goal of the school to foster a professional work environment for all staff, as part of our commitment to providing excellent customer service to our families, our communities, our professional associates, and respect for one another.

#### General rules:

Clothing should be clean, free of wrinkles, rips or tears, and appropriate for the workplace. Nothing too tight or revealing (i.e. nothing too low cut in the front or back, or sheer), no bare midriffs, no spaghetti straps, and no undergarments showing. No shorts or yoga pants. No offensive language or images. Hair should be clean and neatly groomed. Please cover tattoos whenever possible.

#### Casual Business Attire

##### Tops:

- Polo style or button-down shirts or blouse
- Pullovers or sweaters
- \*No tank tops

##### Bottoms:

- Skirt (no more than 3" above the knee)
- Dress slacks or Khakis
- Capri pants
- Denim jeans

##### Dresses:

- No more than 3" above the knee

##### Hats:

- School hats

##### Shoes:

- Comfortable and professional: This may include dress shoes, boots, heels, sandals, or flats.
- \*If you are in a position where you are moving items or furniture, please wear closed-toe shoes.

## TEACHER-STUDENT INTERACTIONS

### Boundaries Defined

For the purposes of this policy the term “boundaries” is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing beyond the boundaries of a student-teacher relationship is deemed an abuse of power and a betrayal of public trust.

### Acceptable and Unacceptable Behavior

Some activities may seem innocent from a staff member’s perspective, but some of these activities can be perceived as flirtation or sexual insinuation from a student or parental point of view. The purpose of the following lists of unacceptable and acceptable 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, inappropriate or sexual misconduct.

Staff members must understand their own responsibilities for ensuring 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 any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities.

### Unacceptable Behaviors

These lists, and any subsequent lists, are not meant to be all-inclusive, but rather illustrative of the types of behavior addressed by this policy.

- Giving gifts to an individual student that are of a personal and intimate nature
- Kissing of ANY kind
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from school
- Making, or participating in, sexually inappropriate comments
- Sexual jokes, or jokes/comments with sexual overtones or double-entendres
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator
- Listening to or telling stories that are sexually oriented
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from school or school activities without parental permission
- Being alone in a room with a student at school with the door closed
- Bringing your own children into Cabrillo Point Academy students’ homes
- Allowing students in your home during working hours ~~without signed parental permission for a pre-planned and pre-communicated educational activity which must include another educator,~~

#### ~~parent, or other responsible adult~~

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

### Acceptable and Recommended Behaviors

- Obtaining parent's written consent for any school activity (exclusive of tutorials)
- Obtaining formal approval (site and parental) to take students off school property for activities such as field trips or competitions
- Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes (communication should be initiated via school-based technology and equipment)
- Keeping the door open when alone with a student
- Keeping reasonable and appropriate space between you and the student
- Stopping and correcting students if they cross your own personal boundaries
- Keeping parents informed when a significant issue develops about a student
- Keeping after-class discussions with a student professional and brief
- Immediately asking for advice from senior-staff or administration if you find yourself in a difficult situation related to boundaries
- Involving your supervisor in discussion about boundaries that have the potential to become more severe (including but not limited to: grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult)
- Making detailed notes about an incident that in your best judgment could evolve into a more serious situation later
- Recognizing the responsibility to stop unacceptable behavior of students and/or co-workers
- Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours
- Prioritizing professional behavior during all moments of student contact
- Asking yourself if any of your actions, which are contrary to these provisions, are worth sacrificing your job and career

### Reporting

When any staff member becomes aware of another staff member, volunteer, guest or vendor having crossed the boundaries specified in this policy, or has a reasonable suspicion of misconduct, he or she must report the suspicion to their immediate supervisor or the Senior Director promptly. Reasonable suspicion means it is based on facts which would lead a reasonable person to believe the conduct occurred. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the School as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk

for sexual abuse.

### Investigating

The School will promptly investigate and document the investigation of any allegation of sexual misconduct or inappropriate behavior, using such support staff or outside assistance, as it deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all other privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s) including any potential witnesses, as much as possible.

### Consequences

Staff members who have violated this policy will be subject to appropriate disciplinary action, and where appropriate, will be reported to authorities for potential legal action.

## CUSTOMER & PUBLIC RELATIONS

The School's image in front of students, parents (i.e. our "customers") and the general public is critical to our success. All employees are expected to be prompt, polite, courteous and attentive to our customers and the public. It is possible an employee may come into contact with a dissatisfied or hostile individual based on the nature of the employee's work. If this happens, you should immediately notify your supervisor or the Senior Director. We will absolutely not tolerate conduct toward our customers or the general public that might be interpreted as unlawful discrimination or harassment. If you witness conduct in violation of this policy, you should immediately bring it to the attention of your supervisor or the Senior Director.

## STANDARDS OF CONDUCT AND CIVILITY

At CPA, we are committed to upholding the highest standards of personal integrity and conduct. These standards are based on our dedication to treating people with dignity, respect, and civility, and taking individual and collective responsibility for our conduct. The manner in which we conduct ourselves defines us and how we are perceived by others. As school employees, we also serve as role models to our students.

CPA employees are accountable for integrity in conduct and for the consequences of their actions or inactions. The highest of ethical standards are expected in all matters internal, as well as with students, parents, and the community at large. All employees and any individuals acting on behalf of CPA are required to conduct themselves in compliance with the essence of this Standards of Conduct and Civility policy. Any concerns must be promptly reported to a supervisor or the Human Resources. Failure to comply with this policy may result in disciplinary action, up to and including termination.

Children must have adult supervision at all times.

## CIVILITY

- Everyone treats each other with civility, dignity, respect and professionalism at all times
- Employees exercise emotional self-control and sensitivity to feelings of others not with blame or recrimination
- Employee behavior supports an environment where everyone feels safe, secure and respected.

## PROHIBITED CONDUCT

The following is a list of conduct that is prohibited and will not be tolerated by the School. It is not an all-inclusive list, but rather a list designed to give examples of the types of conduct prohibited by the School.

- Falsification of employment records, employment information, or other School records
- Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time card, either your own or another's
- Theft, deliberate or careless damage, or loss of any School property or the property of any employee or customer
- Provoking a fight or fighting during working hours or on School property
- Participating in horseplay or practical jokes on School time or on School premises where such conduct might be a safety risk or might be interpreted as offensive
- Carrying firearms or any other dangerous weapons on School premises at any time or while acting on behalf of the School
- Any conduct that has gained sufficient notoriety so as to impair the employee's school-related relationships
- Any willful conduct that endangers the safety, health or wellbeing of another individual
- Any act of sufficient magnitude to cause disruption of work or gross discredit to the school
- Immoral conduct Unfitness for service
- Violation of the Substance and Alcohol policy
- Insubordination, including but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of administration, or the use of abusive or threatening or abusive language toward a supervisor or member of administration
- Unreported absence on scheduled workdays unless otherwise excused
- Excessive tardiness or absenteeism unless otherwise excused
- Unauthorized use of School equipment, time, materials, facilities, or the School name
- Sleeping or malingering on the job
- Failure to observe working schedules, including the required rest and meal periods
- Soliciting other employees for membership, funds, or other similar activity in connection with any outside organization during your working time or the working time of the employee(s) solicited
- Distributing unauthorized literature or any written or printed material during working time or in

work areas (“Working time” does not include your meal and break periods.)

- Failure to timely notify your supervisor when you are unable to report to work absent extenuating circumstances
- Failure of an employee to obtain permission to leave work for any reason during normal working hours
- Abuse of sick leave
- Violation of the Communications Policy
- Violation of the Standards of Conduct and Civility Policy
- Failure to provide a physician’s certificate when requested or required to do so
- Violating the School’s Personal Standards or dress code
- Breaching confidentiality
- Making derogatory racial, ethnic, religious, or sexual remarks or gestures; any violation of the Harassment and/or Equal Employment Opportunity policy; or using profane or abusive language at any time on School premises or during working hours
- Violation of any safety, health, security, or School rule
- Negligence or other conduct leading to the endangerment or harm of a child or children
- Working overtime without authorization or refusing to work assigned overtime
- Unsatisfactory job performance
- Willfully or maliciously making false statements regarding any co-worker or submitting a complaint known to be false.

## CONFIDENTIAL INFORMATION

It is important to the School to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, student information, all student lists, techniques and concepts, marketing plans, design specifications, design plans, strategies, forecasts, bid plans, bid strategies, bid information, contract prices, new products, software, computer programs, writings, and all know-how and show-how whether or not protected by patent, copyright, or trade secret law. The School prohibits audio or video recordings in the workplace, during working hours, without authorization of the School due to privacy and confidentiality concerns and protections.

The School devotes significant time, energy, and expense to develop and acquire its trade secrets and confidential information. As an employee of the School you will, during the course of your employment, have access to and become familiar with various trade secrets and confidential information that are owned by the School. An employee shall not, directly or indirectly, disclose or use any of the foregoing information other than for the sole benefit of the School, either during the term of your employment or at any other time thereafter. This information shall not be disclosed except through normal channels and with authorization. Any and all trade secrets or confidential information shall be returned to the School during extended leaves of absence or upon termination.

During your employment with the School, you will not be permitted nor required to breach any obligation



to keep in confidence proprietary information, knowledge, or data acquired during your former employment. You must not disclose to the School any confidential or proprietary information or material belonging to former employers or others.

Upon an extended leave of absence, request from the School or termination of employment, employees are required to immediately return to the School all property of the School in as good condition as when received (normal wear and tear excepted) including, but not limited to, all files, records, documents, drawings, specifications, lists, equipment and supplies, promotional materials, and similar items relating to the business of the School. This policy also encompasses any and all identifying or confidential information of all former and current students which is protected under the Family Educational Rights and Privacy Act.

Violations of this policy may result in disciplinary action, up to and including termination.

## CONFLICTS OF INTEREST

All employees must avoid situations that result in actual or even potential conflicts of interest. Personal, social, and economic relationships with competitors, suppliers, customers, parents, or co-employees that may impair an employee's ability to exercise good judgment on behalf of the School or which give the appearance of such impairment create an actual or potential conflict of interest. For example, romantic or personal relationships between a supervisor and subordinate employee can lead to supervisory problems, claims of harassment, and morale problems.

Any employee involved in such situations or relationships must immediately and fully disclose the nature of the situation or relationship to the Senior Director so a determination can be made as to whether an actual or potential conflict exists, and if so, how to correct the situation.

Employees shall not be financially interested in any contract made by them in their official capacity.

CPA expects employees to devote their best efforts to the interests of our school. CPA recognizes your right to engage in activities outside of your employment, which are of a private nature and unrelated to our business. However, outside activities (second jobs, side businesses, clubs, etc.) must not interfere with your ability to fully perform your job duties at CPA or create a conflict of interest with your statutory duty of loyalty to the School. The School prohibits employees from working with another School or external organization that competes with CPA whether as a regular employee or as a consultant.

If you have any questions whether an action or proposed course of conduct would create a conflict of interest, you should immediately contact the Senior Director to obtain advice on this issue. A violation of this policy will result in immediate and appropriate discipline, up to and including, immediate termination.

This policy is in addition to CPA's Revised Nonprofit Conflict of Interest Policy and Conflict of Interest Code.

### Outside Employment

If you are a full-time employee we expect that you devote your full professional effort to your position at CPA. If you wish to participate in outside work activities you are required to obtain written approval from

the Senior Director prior to starting those activities. Approval will be granted unless the activity conflicts with CPA's interests. In general, outside work activities are not allowed when they:

- Prevent you from performing work for which you are employed at CPA.
- Involve organizations that are doing or seek to do business with CPA including actual or potential vendors.
- Violate provisions of law or CPA policies or rules.
- When the employee is on a medical leave (FMLA/CFRA/PDL or any other medical leave).

Your obligations to CPA must be given priority. Full-time employees are hired and continue employment with the understanding that CPA is their primary employer and that other employment, commercial involvement or volunteer activity that is in conflict with the business interests of the school is strictly prohibited.

## POLICY REGARDING INCONSISTENT, INCOMPATIBLE OR CONFLICTING EMPLOYMENT, ACTIVITY OR ENTERPRISE BY SCHOOL PERSONNEL

### Policy Statement

It is the policy of CPA that its officers and employees may not engage in any outside activity, employment, or enterprise for compensation which is inconsistent, incompatible with, or in conflict with, his or her duties as an officer or employee of CPA. During working hours or on school premises, officers or employees shall not engage in political or religious activities, or recruit or solicit students or members of the public for political or religious activities.

An officer's or employee's outside activity, employment, or enterprise for compensation shall be determined to be inconsistent, incompatible with, or in conflict with, his or her duties as an officer or employee of CPA if any of the following apply:

- It involves the use of CPA time, facilities, equipment, supplies, or the officer's or employee's position or influence with CPA, for private gain or advantage.
- It involves receipt or acceptance by the officer or employee of any money or other consideration for the performance of an act that would otherwise be required within the scope of the officer or employee's duties with CPA.
- It involves the performance of an act as part of the outside activity that involves services performed for CPA.
- It affects the officer's or employee's work hours, interferes or conflicts with the officer's or employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that impact the officer's or employee's job performance.

Officers and employees may not use CPA's name, logo, supplies, equipment or other property in connection with any outside activities.

## Procedure

In the event that an officer or employee believes that an outside activity for compensation may be inconsistent, incompatible with, or in conflict with, his or her duties as an officer or employee of CPA, the officer or employee shall obtain a written determination of the Senior Director or his or her designee that the outside activity is not in violation of this policy before engaging in such activity.

## EXPENSE REIMBURSEMENT POLICY

CPA will reimburse employees for certain reasonably necessary business expenses incurred in the furtherance of CPA business. In order to be eligible for reimbursement, employees must follow the protocol set forth in the school's relevant fiscal and accounting policies and procedures. In general, the immediate supervisor must have previously approved all expenses, prior to the employee spending money. All receipts pertaining to the reimbursement must be original and detailed, and should be submitted to the appropriate supervisor for review and approval, prior to submission for final approval and payment.

## POLICY CONFIRMING RESTRICTION ON THE PROVISION OF FUNDS OR OTHER THINGS OF VALUE TO STUDENTS, PARENTS OR GUARDIANS

### Policy Statement

It is the policy of CPA that CPA shall not provide any funds or thing of value to any student or his or her parent or guardian that a school district could not legally provide to a similarly situated student, or his or her parent or guardian. CPA does not and shall not provide, for example, "sign up bonuses" to parents or guardians or other incentives unrelated to education.

Additionally, a student, parent or guardian shall not use his or her status as a student, parent or guardian with CPA in order to obtain funds or things of value from CPA. For example, this policy prohibits an individual from utilizing his or her status as a parent or guardian to obtain a vendor contract with CPA for compensation. It also prohibits an individual from utilizing his or her status as a parent or guardian to refer or encourage any students enrolled in CPA, or their parents or guardians, to select that individual or his or her company or another provider of services, in connection with the student's education at CPA, resulting in the individual's receipt of funds or thing of value from CPA.

## Procedures

The prior approval of the Senior Director or his or her designee must be obtained for any of the following in order to ensure that it does not conflict with this policy:

- Any funds or thing of value provided to a student, parent or guardian which has not previously been approved. This applies in any situation in which a student, parent or guardian would any funds or thing of value, whether in their capacity as a student, parent, guardian, vendor, service provider or other circumstance.
- Any proposed incentive to be offered to students or parents.

In requesting approval, the educational purpose of any such funds, thing of value or incentive must be provided to the Senior Director or his or her designee.

## SECTION 12 – SAFETY

### SUBSTANCE AND ALCOHOL POLICY

It is the intent of CPA to promote a safe, healthy and productive work environment for all employees. The School recognizes that the illegal and/or excessive use of drugs and/or alcohol is not conducive to safe working conditions, employees' health, efficient operations, or School success.

For purposes of this policy, "illegal drugs" includes, but is not limited to, substances that are prohibited by law (such as cocaine, heroin, etc.), controlled substances, marijuana (including medicinal marijuana, marijuana vaping or other recreational marijuana use), and prescription drugs (if they are not prescribed for the person using them and/or not being used as prescribed). "Drug paraphernalia" means any accessory for the use, possession, manufacture, distribution, dispensation, purchase, or sale of illegal drugs. "Under the influence" means that the employee is affected by alcohol, prescription medication that impairs cognitive or physical functions, and/or illegal drugs in any detectable manner.

The School complies with all Federal and State regulations regarding drug use while on the job. This policy prohibits the following:

- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol during working hours, including meal and break periods, or in the presence of pupils
- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol on School property at any time
- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol while attending a School function or event
- Storing alcohol (if unauthorized), illegal drugs, or drug paraphernalia in a locker, desk, automobile, or other repository on the School's premises
- Refusing to submit to an inspection or testing when requested by administration
- Being under the influence of illegal drugs, prescription medication that impairs cognitive or physical functions and/or alcohol during working hours, while on the School's premises and/or attending a School function or event
- Conviction under any criminal drug statute for a violation occurring in the workplace, including failure to notify the School in writing of employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction; or
- Failure to keep all prescribed medicine in its original container.

Employees taking physician-prescribed medications, which impairs the employee's job performance, (including medical prescribed marijuana) should not report to work. In addition, if you are required to take any kind of prescription or nonprescription medication that will affect your ability to perform your job, you are required to report this to Human Resources. Human Resources will determine if it is necessary to temporarily place you on another assignment or take other action as appropriate to protect your safety and the safety of other employees and students. Employees taking physician-prescribed medication which will not impair their job performance may be required to present a statement from the prescribing

physician to the employee's supervisor indicating the duration of the prescription and stating that the use of the prescription will not impair the employee's ability to perform his or her specific job duties. This policy does not require or request the prescribing physician or the employee to identify any prescription drug or the medical condition for which it is prescribed. No employee shall use or have in his or her possession on the School premises any prescription medication other than medications currently prescribed by a physician for the employee.

This policy will not be construed to prohibit the use of alcohol at social or business functions. However, employees must remember their obligation to conduct themselves appropriately at all times while at School-sponsored functions or while representing the School.

The School may at times conduct unannounced searches of School property for alcohol, illegal drugs, drug paraphernalia, and/or unauthorized controlled substances or to ensure compliance with any other School-related policy. This may include desks, storage areas and rooms normally used to store employees' personal property. As a result, employees do not have an expectation of privacy in this regard.

Violation of this Substance and Alcohol Policy may result in disciplinary action, up to and including termination, at the School's sole discretion.

Employees should be aware that participation in a rehabilitation program will not necessarily prevent the imposition of disciplinary action, including termination, for violation of this policy. Employees who undergo voluntary counseling or treatment and who continue to work, if any, must meet all established standards of conduct and job performance.

Compliance with this Substance and Alcohol Policy is a condition of employment at the School. Failure or refusal of an employee to cooperate fully, sign any required document, submit to any inspection, or follow any prescribed course of substance abuse treatment will result in discipline, up to and including termination.

Because the use, sale, purchase, possession, or furnishing of an illegally obtained substance is a violation of the law, the School may report such illegal drug activities to an appropriate law enforcement agency.

The School may require a test by Intoxilyzer, blood test, urinalysis, medical examination of those persons whom the School reasonably suspects of using, possessing, or being under the influence of a drug or alcohol or is acting in such manner that they may harm themselves or another employee.

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

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

## SMOKING

All School buildings and facilities are non-smoking facilities. This includes nicotine and non-nicotine cigarettes including (herbal cigarettes) as well as e-cigarettes, cigars, pipes, vaping and/or (both tobacco and marijuana products). Smoking is prohibited within 20 feet of a school building and within 25 feet of a school playground or event location, whichever is farther.

## SECURITY

All employees are responsible for helping to maintain a secure workplace. Be aware of persons loitering for no apparent reason. All staff is expected to question any unknown person seen in the workplace who does not have a visitor's pass. If you are leaving late at night or are in any other situation that presents security concerns or where you do not feel comfortable, please seek the assistance of your Senior Director, other employees or call 911. Report any suspicious persons or activities to your Senior Director. Never attempt to force an individual to leave the workplace if s/he is uncooperative. Immediately contact your supervisor or school administrators for assistance or call 911. Secure your desk or work area at the end of the day or when called away from your work area for an extended length of time, and do not leave valuable and/or personal articles that may be accessible in or around your work area. Employees shall not use their cell phone or similar device to engage in any form of audio or video recording on school property without the prior written approval of the Senior Director and the written consent of the individual being recorded. Please report any problems with our security systems to your Senior Director.

## VIDEO SURVEILLANCE FOR DANIELSON STREET OFFICE

Cabrillo Point Academy ("Charter School") is committed to maintaining a safe and healthy learning environment for all members of the school community. In furtherance of this goal, Charter School has installed security cameras in the hallways, entry ways, inventory rooms, and other locations throughout the administrative office at 13915 Danielson Street, Suites 100, 101, 102 and 200, Poway, California 92064 ("Office") for the safety of visitors and to secure Charter School property.

These systems have visual recording capabilities and the recordings may be retained in Charter School's sole discretion. There are no cameras in restrooms and other similar sensitive locations ("Sensitive Locations").

While in or around the Office, Charter School employees are subject to video surveillance and recording and do not have an expectation of privacy other than while in Sensitive Locations.

## PARKED VEHICLES

Employees are responsible for their own parked vehicles and the personal possessions within while parked on CPA property. Be cautious: keep school property and/or personal possessions out of sight and lock your car. Insuring your vehicle and personal property against loss and damage is recommended for your protection.

## PERSONAL AUTOMOBILE

Employees who use their own automobiles for travel on authorized school business will be reimbursed for mileage at the rate established by the Internal Revenue Services and in accordance with the School's Reimbursement policies. Employee must have prior supervisory approval for the use of personal vehicles and must carry, at their own expense, the minimum insurance coverage for property damage and public liability.

## PERSONAL PROPERTY

CPA cannot be responsible and will assume no liability for any loss or damage to employee personal property resulting from theft, fire, or any other cause on CPA's premises, including the parking area, or away from school property while on school business. CPA employees are prohibited from using personal property for work-related purposes unless approved in advance by the Senior Director.

## SAFETY POLICY

CPA is firmly committed to maintaining a safe and healthy working environment. All employees of the School are expected to be safety conscious on the job at all times. All unsafe conditions or hazards should be corrected immediately. Report all unsafe conditions or hazards to your supervisor or Senior Director immediately, even if you believe you have corrected the problem. If you suspect a concealed danger is present on School premises, or in a product, facility, piece of equipment, process, or business practice for which the School is responsible, bring it to the attention of your supervisor or Senior Director immediately. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and immediately contact the Senior Director regarding the problem.

All workplace injuries and illnesses must be immediately reported to your supervisor and Human Resources.

CPA has in place a written Injury and Illness Prevention Program as required by law. Please contact Human Resources for further information.

## ERGONOMICS

CPA has invested in providing a work environment that is safe for all employees. To lessen the risk of ergonomic hazards, the School will make necessary adjustments to an individual's workstation, educate employees on ergonomic safety, and modify processes when deemed necessary to ensure the well-being and safety of our employees. You should report any ergonomic concerns to your Senior Director.

## CHEMICAL EXPOSURE WARNING

Employees should be aware that work areas might contain chemicals known to the State of California to cause cancer or to cause birth defects or other reproductive harm. If you have any questions or concerns about possible chemical exposure in your work area, contact your Senior Director.





## SECTION 13 – TERMINATION

### VOLUNTARY TERMINATION

CPA will consider an employee to have voluntarily terminated his or her employment if the employee does any of the following: (1) elects to resign from CPA; (2) fails to return from an approved leave of absence on the date specified without notifying the school for the need for continued leave including failure to communicate with the School; or (3) fails to report for work without notice to CPA for three consecutive work days. CPA requests that employees provide at least two weeks written notice of a voluntary termination. All CPA property must be returned immediately upon terminating employment. CPA retains the right to accept resignation immediately and pay the amount of straight time compensation an employee would have earned in lieu of further performance.

### INVOLUNTARY TERMINATION

An employee may be terminated involuntarily for, among other reasons, poor performance, misconduct or other violations of CPA's Rules of Conduct as set forth herein. Notwithstanding the foregoing, or anything else contained in this handbook, CPA reserves the right to terminate any employee at any time, with or without advance notice and with or without cause.

### EXIT INTERVIEWS

All employees who leave employment at CPA may be asked to take part in an exit interview with their supervisor to communicate their challenges and growth while employed at CPA. Information shared during an exit interview will be treated as confidential to the extent possible.

### VERIFICATION AND REFERENCE POLICY

All requests for employment verification, references or personal information verification or disclosures must be directed to Human Resources. Only Human Resources is authorized to provide verifications or references, or disclose personal information, pertaining to current or former employees.

With respect to verification requests, CPA will disclose only the dates of employment and the title of the last position held. CPA will verify or disclose an employee's salary history only if the employee provides written authorization for CPA to provide the information. However, CPA will provide information about current or former employees as required by law or court order. CPA will not provide any letters of reference for current or former employees. Please refer all questions about this policy to Human Resources.

## EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

By my signature below, I acknowledge that I have received a copy of Cabrillo Point Academy's ("CPA") Employee Handbook, on the date indicated below and agree to my at-will employment as described below. I acknowledge that it is my responsibility to read and review the Employee Handbook carefully. I also acknowledge that it is my responsibility to ask for clarification if I do not understand any of the policies included in the Employee Handbook.

I understand that the Employee Handbook contains important information regarding CPA's expectations, policies and guidelines and that I am expected to comply with these expectations, policies and guidelines at all times. I understand that the Employee Handbook does not provide a binding contract, but provides guidelines for personnel concerning some of CPA's policies.

In particular, I have read and understand CPA's Anti-Nepotism Policy, Policy Regarding Inconsistent, Incompatible or Conflicting Employment, Activity or Enterprise by School Personnel, Policy Confirming Restrictions on the Provision of Funds or Other Things of Value to Students, Parents or Guardians, and restrictions and procedures to avoid Conflicts of Interest.

Just as I am free to terminate the employment relationship with CPA at any time, CPA, in its sole discretion, also reserves the right to modify or terminate the employment relationship with me at any time for any or no reason and with or without notice. Further, there is no agreement, express or implied, written or verbal, between the employee and CPA for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment. No one other than the Senior Director of CPA, with the approval of the Board of Directors, has the authority to alter my employment at-will status, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Further, any such agreement must be in writing and must be signed by the Senior Director. This is the entire agreement between CPA and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded. If I have an individually negotiated written employment agreement with CPA, then the terms and conditions of that agreement will prevail to the extent it differs from the policies in this Handbook.

CPA reserves the right to modify, alter, add to or delete any of the policies, guidelines or benefits contained in this handbook at any time with or without notice.

Other than the CPA Board of Directors, no other entity or person has the authority to modify this employee handbook.

Employee Name (print): \_\_\_\_\_

Employee Signature: \_\_\_\_\_

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



## Title IX Policy

~~Title IX is a federal law that was passed in 1972 to ensure that male and female students and employees in educational settings are treated equally and fairly. It protects against discrimination based on sex (including sexual harassment). In addition, Title IX protects transgender students and students who do not conform to sex stereotypes. State law also prohibits discrimination based on gender (sex), gender expression, gender identity, and sexual orientation.~~

~~The purpose of the Cabrillo Point Academy Governing Board approving this Policy is to accomplish the following:—~~

- ~~1. Establish a Title IX Coordinator~~
- ~~2. Outline Student and Employee Title IX Rights~~
- ~~3. Establish the Procedures for Filing a Complaint~~
- ~~4. Provide Resources for Additional Information~~
- ~~5. Establish the Notice of Nondiscrimination—~~

~~1. Title IX Coordinator: The Charter School will provide a Title IX Coordinator.~~

~~Title IX Coordinator Jennifer Carrete~~

~~Email [Jennifer.carrete@cabrillopointacademy.org](mailto:Jennifer.carrete@cabrillopointacademy.org)~~

~~Phone Number (949) 463-6224~~

~~2. Student and Employee Title IX Rights: Under California Education Code section 221.8:~~

- ~~a. You have the right to fair and equitable treatment and you shall not be discriminated against based on your sex~~
- ~~b. You have the right to be provided with an equitable opportunity to participate in all academic-extracurricular activities~~
- ~~c. You have the right to receive equitable treatment and benefits in the provision of all of the following:~~
  - ~~i. Equipment and supplies~~
  - ~~ii. Transportation and daily allowances~~
  - ~~iii. Access to tutoring~~
  - ~~iv. Coaching~~
  - ~~v. Medical and training facilities and services~~
  - ~~vi. Publicity~~
- ~~d. You have the right to have access to a gender equity coordinator to answer questions regarding gender equity laws.~~
- ~~e. You have the right to contact the State Department of Education and the California~~

~~Interscholastic Federation to access information on gender equity laws.~~

~~f. You have the right to file a confidential discrimination complaint with the United States Office of Civil Rights or the State Department of Education if you believe you have been discriminated against or if you believe you have received unequal treatment on the basis of your sex.~~

~~g. You have the right to pursue civil remedies if you have been discriminated against.~~

~~h. You have the right to be protected against retaliation if you file a discrimination complaint.~~

**3. ~~Filing a Complaint:~~** ~~If you feel you were discriminated against in violation of Title IX, please contact the Title IX Coordinator. It is the coordinator's primary responsibility to ensure the Charter School complies with the requirements of Title IX.~~

**4. ~~How the School Investigates a Complaint:~~** ~~Within 60 days from the date of receipt of the complaint, the School shall conduct and complete an investigation of the complaint and prepare a written decision. During this process, the person responsible for filing the complaint is to be given the opportunity to provide evidence that person believes supports the allegations. Complaints pertaining to Title IX issues should be filed by using the School's Uniform Complaint Procedures and those procedures will be followed to resolve the complaint.~~

~~You may also file a complaint of discrimination with the US Department of Education Office for Civil Rights ("OCR").~~

**5. ~~How do I file a complaint of discrimination with the US Department of Education Office for Civil Rights ("OCR")?~~**

~~You may contact an OCR enforcement office to obtain a complaint form or you may file a discrimination complaint by using the on-line complaint form.~~

**~~What do I need to include in my complaint?~~**

~~You should let us know which school, college or other institution you are complaining about, the person(s) who has been discriminated against, when the discrimination occurred, and you should sign and date the letter and let us know how we can reach you by phone and letter so that we can contact you. If filing on-line, you will still need to provide an original signature by mail, which may be done by printing and mailing a "Consent Form" linked from the bottom of the on-line complaint form.~~

**~~How soon after the discrimination do I need to file?~~**

~~You need to file your complaint within 180 calendar days after the discrimination. There are certain limited circumstances that allow our agency to grant a waiver. If you need more information about your situation, contact the OCR enforcement office responsible for the state in which the institution is located.~~

**~~How promptly will OCR respond to my complaint?~~**

~~OCR will promptly acknowledge receiving your complaint and will contact you by letter or telephone to let you know whether we will proceed further with your complaint.~~

**~~What is OCR's role during the complaint process?~~**

~~OCR's role is to be a neutral fact-finder and to promptly resolve complaints. OCR has a variety of options for resolving complaints, including facilitated resolutions and investigations. OCR does not act as an advocate for either party during the process.~~

**~~What if I am already pursuing my complaint within the school district or college or with another agency?~~**

~~OCR does not handle cases that are being addressed by another agency or within a school's or college's formal grievance procedure if OCR anticipates that the agency you filed with will provide you with a resolution process comparable to OCR's. Once the other complaint process is completed, you have 60 days to refile your complaint with OCR. OCR's first step will be to determine whether to defer to the result reached in the other process.~~

**~~Do I have to file an OCR complaint before I can file a claim in court?~~**

~~The regulations under Title VI, Title IX, Section 504 and Title II do not require you to file with OCR prior to filing a claim under these laws in Federal court. The regulations under the Age Discrimination Act, however, allow you to file a claim in Federal court under that law only after: 1) 180 days have elapsed since you filed the complaint with OCR and OCR has made no finding, or 2) OCR issues a finding in favor of the recipient. If this occurs, OCR will promptly notify you and remind you of your right to file in court. If you are considering filing in court, bear in mind that OCR does not represent complaining parties or provide advice regarding court filings. You would need to use the services of your own attorney. Also, if you proceed with your claim in a court, OCR will not continue to pursue your OCR complaint.~~

**6. Resources for Additional Information:**

- a.** ~~US Department of Education Office for Civil Rights complaint form: <https://www2.ed.gov/about/offices/list/ocr/complaintintro.html>~~
- b.** ~~The OCR office for California is located at:~~
  - ~~San Francisco Office~~
  - ~~Office for Civil Rights~~
  - ~~U.S. Department of Education~~
  - ~~50 United Nations Plaza~~
  - ~~Mail Box 1200, Room 1545~~
  - ~~San Francisco, CA 94102~~
  - ~~Telephone: 415-486-5555~~
  - ~~FAX: 415-486-5570; TDD: 800-877-8339~~
  - ~~Email: [ocr.sanfrancisco@ed.gov](mailto:ocr.sanfrancisco@ed.gov)~~
- c.** ~~California Department of Education, Equal Opportunity & Access: <https://www.cde.ca.gov/re/di/eo/index.asp>~~
- d.** ~~U.S. Department of Education, Office for Civil Rights, *Title IX Resource Guide* (Apr. 2015): <https://www2.ed.gov/about/offices/list/ocr/docs/del-title-ix-coordinators-guide-201504.pdf>~~

~~7. **Notice of Nondiscrimination:** The Charter School District fully complies with Title IX. The Charter School District does not discriminate on the basis of sex in the education programs or activities it operates. The Charter School District does not discriminate on the basis of sex in admission to or employment in its education programs or activities. Inquiries concerning the application of Title IX and its implementing regulations may be referred to the Title IX coordinator or to the OCR.~~

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## **Title IX Policy**

**Cabrillo Point Academy** (“Charter School”) is committed to maintaining a safe and respectful school environment that is free from discrimination and harassment. Title IX of the Education Amendment Act of 1972 (“Title IX”) prohibits discrimination on the basis of sex, including sexual harassment, in Charter School’s education programs and activities.

This Title IX Policy (“Policy”) details Charter School’s commitment to maintain a learning environment that is free from sexual harassment and provides a grievance process for allegations of sexual harassment as defined under Title IX. Any individual can report sexual harassment at Charter School to Charter School staff (e.g., Homeschool Teacher, Executive Director, etc.), and Charter School will take appropriate action in accordance with this Policy.

Sexual harassment is a form of gender discrimination in that it constitutes differential treatment on the basis of gender, gender identity or expression, or sexual orientation, and, for that reason, is a violation of state and federal laws and a violation of this Policy. Charter School considers sexual harassment to be a major offense which can result in the suspension or expulsion of students and termination of employees.

### *Definition of Sexual Harassment Under California Law*

California Education Code section 212.5 defines sexual harassment as any unwelcome sexual advances, requests for sexual advances, requests for sexual favors, or other verbal, visual, or physical conduct of a sexual nature made by someone from or in the work or educational setting, under the following conditions:

- Submission to the conduct is explicitly or implicitly made a term or a condition of an individual’s employment, academic status, or progress.
- Submission to, or rejection of the conduct by the individual is used as the basis of employment or academic decisions affecting the individual.
- The conduct has the purpose or effect of having a negative impact upon the individual’s work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment.
- Submission to, or rejection of, the conduct by the individual is used as the basis for any decisions affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

Sexual harassment may include, but is not limited to:

- Unwelcome verbal conduct such as suggestive, derogatory comments, sexual innuendoes, slurs, or unwanted sexual advances, invitations, or comments; pestering for dates; making threats; or spreading rumors about or rating others as to sexual activity or performance.
- Unwelcome visual conduct such as displays of sexually suggestive objects, pictures, posters, written material, cartoons, or drawings; graffiti of a sexual nature; or use of obscene gestures.
- Unwelcome physical conduct such as unwanted touching, pinching, kissing, patting, hugging, blocking of normal movement, assault; or interference with work or study directed at an individual because of the individual’s sex, sexual orientation, or gender.
- Threats and demands or pressure to submit to sexual requests in order to keep a job or academic standing or to avoid other loss, and offers of benefits in return for sexual favors.



Under Education Code section 230, harassment and other discrimination on the basis of sex include, but are not limited to, the following: exclusion of a person or persons from participation in, denial of the benefits of, or subjection to harassment or other discrimination in, any academic, extracurricular, research, occupational training, or other program or activity; and exclusion from participation in, or denial of equivalent opportunity in, athletic programs. The full definition of discrimination and harassment based on sex from Education Code section 230 can be found here:

[http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=EDC&sectionNum=230](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=EDC&sectionNum=230).

The definition of sexual harassment under California law and the definition of Sexual Harassment under Title IX overlap in some areas. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying based on gender, sex, gender identity or expression, or sexual orientation are eligible to be investigated pursuant to Charter School's Uniform Complaint Procedures. However, if any complaints alleging sexual harassment constitute Sexual Harassment as defined under Title IX (see below), the complaints shall be investigated under the Title IX Grievance Procedures for Sexual Harassment. Charter School prohibits retaliatory behavior against anyone who files a sexual harassment complaint or any participant in the complaint investigation process.

#### *Sex Equity in Education Act Statement*

Students have all the rights set forth in Education Code section 221.8 (as applicable to Charter School's programs). This includes the right to fair and equitable treatment, the right to a school environment without discrimination on the basis of sex, and right to be provided with an equitable opportunity to participate in all academic extracurricular activities. The description of all rights set forth in Education Code section 221.8 can be found here:

[http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=EDC&sectionNum=221.8](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=EDC&sectionNum=221.8).

For more information about Gender Equity/Title IX, please visit the following CDE website:

<https://www.cde.ca.gov/re/di/eo/genequitytitleix.asp>.

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## **Title IX Grievance Procedures for Sexual Harassment**

### **I. Scope and Jurisdiction**

This Policy's Title IX grievance procedures apply only to conduct that falls within the definition of "Sexual Harassment" under Title IX. Charter School employees or students may submit formal complaints of Sexual Harassment for investigation under this Policy. Sexual Harassment under Title IX means conduct on the basis of sex that falls within one or more of the following categories:

1. A Charter School employee conditioning the provision of a school aid, benefit, or service on an individual's participation in unwelcomed sexual conduct.
2. Unwelcomed conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to Charter School's education program or activity.
3. Sexual assault, dating violence, domestic violence, or stalking (as those terms are defined in 34 CFR section 106.30(a)(3)).

### **II. Title IX Personnel**

Charter School has designated the following individual as its Title IX Coordinator to coordinate the investigation and resolution of Sexual Harassment formal complaints as outlined in this Policy:

Name:	<b>Jennifer Carrete</b>
Title:	Director of School Support
Address:	13915 Danielson Street, Suite 200 Poway, CA 92064
Phone:	619-463-6224
Email:	jennifer.carrete@cabrillopontacademy.org

The Title IX Coordinator may designate other individual(s) to fulfill all or part of their duties. In addition to the Title IX Coordinator, the following Title IX Personnel are involved in the grievance process to address formal complaints:

- **Investigator**: The individual responsible for gathering all evidence related to the formal complaint. This individual will create an "Investigation Report" which will summarize the relevant evidence.
- **Decision-Maker**: The individual responsible for evaluating evidence in order to make a determination regarding the formal complaint. The Decision-Maker submits a written determination of findings to the parties. The Decision-Maker cannot be the Title IX Coordinator, the Investigator, or any individual involved in the investigation of the formal complaint.

- Title IX Appeals Officer: If applicable, this individual is responsible for evaluating an appeal of the final determination. The Title IX Appeals Officer cannot be the Title IX Coordinator, Investigator, Decision-Maker, or any individual involved in the investigation of the formal complaint.

All Title IX Personnel (i.e., Title IX Coordinator, Investigator, Decision-Maker, Appeals Officer, and any person who facilitates an informal resolution process) will receive training in accordance with Title IX requirements. The Title IX Coordinator must ensure individuals responsible for investigating a formal complaint are neutral.

### **III. Reporting Allegations of Sexual Harassment**

Any individual (e.g., a student or employee who is alleged to be a victim of Sexual Harassment or a parent/guardian of a student who is alleged to be a victim of Sexual Harassment), may report Sexual Harassment directly to the Charter School's Title IX Coordinator, or to any other available Charter School employee who shall immediately inform the Title IX Coordinator. Reports of Sexual Harassment can be made in-person, by mail, by telephone, by electronic mail, or by any other means that result in the Title IX Coordinator receiving the person's verbal or written report.

### **IV. Charter School's Initial Response to a Report of Sexual Harassment**

Upon receipt of any report of Sexual Harassment, the Title IX Coordinator or designee will take the following steps. These steps are offered regardless of whether the complainant submits a formal written complaint:

1. Contact Complainant and Determine Need for Supportive Measures: The Title IX Coordinator will contact the complainant and respondent<sup>1</sup> to discuss the availability of supportive measures to stop the harassment, protect students, and ensure access to the educational program. If a formal complaint was not filed, the Title IX Coordinator shall explain to complainant the right to file a formal complaint and the process for filing a formal complaint. A formal complaint is one that contains the complainant's physical or digital signature, and it may be filed at any time with the Title IX Coordinator in person, by mail, or by email. A complainant may use the attached Title IX form to submit a formal complaint to the Title IX Coordinator.
  - a. Supportive measures are nondisciplinary and nonpunitive and shall be available at any point during the Title IX investigation. Supportive measures may include, but are not limited to: wellness check-ins, counseling services, extension of deadlines or course-related adjustments, modifications of work or class schedules, changes in work locations, or leaves of absences. The Title IX Coordinator is responsible for implementing the supportive measures.

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<sup>1</sup> The "complainant" is the individual who is alleged to be the victim of conduct that could constitute Sexual Harassment. The "respondent" refers to the individual who has been reported to be the perpetrator of conduct that could constitute Sexual Harassment. If a parent or guardian has a legal right to act on behalf of a complainant or respondent, this right applies throughout all aspects of the Title IX matter, including the grievance process.

2. Determine Need for Emergency Removal: The Title IX Coordinator will review the facts to determine whether the respondent (either student or staff) may need to be removed from the educational program or activity to prevent any further sexual harassment and/or maintain the safety of students and staff.
  - a. Charter School may determine that removal from the educational program or activity is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations. Charter School will conduct an individualized safety and risk analysis before the removal. Charter School shall provide the respondent with notice and an opportunity to challenge the decision immediately following the removal.
  - b. If the respondent is a student, Charter School is subject to applicable laws and school policies regarding involuntary removals, suspensions, and expulsions.
  - c. If the respondent is an employee, the employee may be placed on administrative leave during the formal complaint investigation.
3. Consider Use of Informal Resolution Process: At any time after an informal or formal complaint has been filed, but before reaching a determination regarding the allegation, Charter School may offer an informal resolution process (such as a mediation) to the complainant and respondent. However, the informal resolution process is not available where the complainant alleges that an employee sexually harassed a student.

#### **V. Initial Review of Formal Complaint:**

If a formal complaint is filed, the Title IX Coordinator will review the complaint to determine whether it raises allegations that fall within the definition of Sexual Harassment under Title IX as described above. Charter School may consolidate multiple formal complaints where the allegations of Sexual Harassment arise out of the same facts or circumstances.

If it does, the Title IX Coordinator will follow this Policy's grievance procedures for formal complaints. If it does not, the Title IX Coordinator will determine whether the complaint should be dismissed (as explained below) and/or investigated pursuant to another applicable Charter School policy (e.g., Uniform Complaint Procedures).

#### **VI. Mandatory or Permissive Dismissal of Formal Complaint:**

Under certain circumstances, a complaint must or should be dismissed by the Title IX Coordinator. The Title IX Coordinator will endeavor to make this determination no more than **ten (10) calendar days** from the date they receive the formal complaint.

1. Mandatory Dismissal: The Title IX Coordinator must dismiss the formal complaint if they determine any of the following:
  - a. The alleged conduct would not constitute Sexual Harassment as defined under Title IX even if proved;

- b. The alleged conduct did not occur in Charter School’s education program or activity; or
  - c. The alleged conduct did not occur against an individual in the United States.
- 2. Permissive Dismissal: The Title IX Coordinator may dismiss a formal complaint if they determine any of the following:
  - a. The complainant has notified Charter School, in writing, that they would like to withdraw the complaint or any allegations in the complaint;
  - b. The respondent is no longer enrolled in, or employed by, Charter School; or
  - c. Specific circumstances prevent Charter School from gathering evidence to reach a determination with regard to the complaint.

Written Notice of Dismissal: If the Title IX Coordinator dismisses the complaint, they must send written notice of the dismissal simultaneously to both parties (complainant and respondent) as follows:

- The written notice should state the reason(s) for the dismissal and inform the parties of their right to appeal in accordance with the procedures described in the “Appeals” section below.
- If the Title IX Coordinator determines another Charter School grievance procedure (e.g., Uniform Complaint Procedures) is the appropriate grievance procedure for the complainant’s allegation(s), the written notice shall inform the parties (complainant and respondent) of Charter School’s intent to investigate the complaint through that grievance procedure.

## **VII. Title IX Grievance Procedures**

If the Title IX Coordinator does not dismiss the formal complaint, Charter School will initiate the following Title IX Grievance Procedures and issue a Written Decision. Charter School will endeavor to complete its investigation and issue a Written Decision within **sixty (60) calendar days of receipt of the formal complaint.**

### **1. Send Written Notice of Formal Complaint**

The Title IX Coordinator must provide the parties (complainant and respondent) with a Notice of Formal Complaint. The Title IX Coordinator will endeavor to provide this Notice within **ten (10) calendar days of receipt of the formal complaint.** The notice shall include: (1) a copy of this Policy; (2) a description of the allegations potentially constituting Sexual Harassment with sufficient details known at the time; (3) a statement that the respondent is presumed not responsible for conduct and that a determination regarding responsibility is made at the conclusion of the grievance process; (4) a statement informing the parties of the opportunity to

have an advisor of their choice throughout the grievance process and the ability to inspect and review evidence; and (5) a statement informing the parties that they must not knowingly make false statements or submit false information.

## 2. Investigator Conducts Investigation

The Investigator will gather and review evidence related to the allegations. This can include, but is not limited to, interviewing parties or witnesses, as well as reviewing relevant evidence. The Investigator will not require, request, or rely upon any information protected under a legally recognized privilege, unless the person holding such privilege has waived it.

Written notice of all investigative interviews or other meetings must be provided to any individual whose participation is invited or expected to be provided with sufficient time for the individual to prepare to participate. Notice must include the date, time, location, participants, and purpose of the meeting. Attendees of such meetings will have the right to be accompanied by an advisor of their choice.

## 3. Investigator Provides Parties Equal Opportunity to Review Gathered Evidence

The Investigator will provide both the complainant and respondent with an equal opportunity to review the evidence that is directly related to the allegations raised in the formal complaint. The parties will have a period of at least **10 calendar days** before the Investigative Report is provided to the parties to review the evidence, ask the Investigator additional questions, and provide or suggest additional evidence to be considered by the Investigator.

## 4. Investigator Prepares and Shares Investigative Report

The Investigator will prepare an Investigative Report summarizing the relevant evidence. The Investigative Report is not Charter School's final Written Decision. The Investigator will send the Investigative Report to the parties and their advisors, if any, for their review and written response at least **10 calendar days** before issuance of the Written Decision. Charter School will inform the parties in writing that they may submit to the Decision-Maker written, relevant questions that the parties want asked of any party or witness. The Decision-Maker is responsible for providing the responses (if any) to these questions to both parties.

## 5. Decision-Maker Issues Written Decision

The Decision-Maker will endeavor to issue the Written Decision within **sixty (60) calendar days from the receipt of the formal complaint**. The Decision-Maker will issue a Written Decision to both parties simultaneously. The Decision-Maker uses the "preponderance of evidence" standard (i.e., it is more likely than not that the respondent committed the alleged conduct). The Written Decision will include all of the following:

- a. Identification of the allegations potentially constituting Sexual Harassment.
- b. A description of the procedural steps taken by Charter School during the investigation process (e.g., notifications to the parties, interviews with the parties and witnesses, site visits, or methods used to gather other evidence).

- c. Findings of fact supporting the determination.
- d. Conclusions regarding the application of Charter School's policies to the facts.
- e. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions Charter School imposes on the respondent, and whether remedies designed to restore or preserve equal access to Charter School's educational program will be provided by Charter School to the complainant.
- f. Charter School's procedures and permissible bases for either party to appeal the decision.

#### 6. Remedies

If Charter School determines that the respondent engaged in Sexual Harassment, Charter School will provide remedies to the complainant, as appropriate. This may include supportive measures. Remedies may also include: transfer from a class; parent/student conference(s); positive behavior support; warnings; detention; and/or formal discipline, such as suspension and expulsion. When an employee is found to have committed Sexual Harassment, Charter School will take appropriate disciplinary action, up to and including termination, in accordance with Charter School's policies and as permitted by law.

### **VIII. Appeals**

Either party may appeal Charter School's Written Decision, or its dismissal of a formal complaint or any allegation in the complaint, within **five (5) calendar days of the decision**. An appeal may be made on any of the following grounds:

- 1. A procedural irregularity affected the outcome.
- 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.
- 3. The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against complainant or respondent that affected the outcome of the matter.

Upon receipt of an appeal, Charter School will provide a written notification to the other party about the appeal that gives both parties a reasonable, equal opportunity to submit a written statement in support of/challenging the appeal.

The Title IX Appeals Officer (not Decision-Maker, Title IX Coordinator, or Investigator) shall issue a written decision of an appeal, including the rationale for the result, to both parties simultaneously. The Title IX Appeals Officer will endeavor to issue their decision within **thirty (30) calendar days from the receipt of the appeal**.

### **IX. Record Keeping**

Charter School will maintain for a period of seven (7) years records pertaining to Title IX Sexual Harassment allegations in accordance with 34 CFR section 106.45(b)(10), as well as all material used to train Title IX Personnel.



## Title IX Sexual Harassment Complaint Form

**Instructions:** This form can be completed by any individual who has knowledge of a sexual harassment conduct occurring within an education program or activity of Cabrillo Point Academy (Charter School). Please complete the information below. Should you need additional space or would like to provide documentation to support the allegations in the complaint, you can attach those to this complaint form. If you have any questions, please contact Charter School's Title IX Coordinator listed below.

### Contact Information and Complainant's (Victim) Information

Full Name of Person Filing the Complaint: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

School Name: \_\_\_\_\_

Complainant's (Victim) Full Name (if different from above): \_\_\_\_\_

\_\_\_\_\_

### Respondent's (Accused) Information

Respondent's Full Name: \_\_\_\_\_

\_\_\_\_\_

Is the accused a Charter School student? ☐ No ☐ Yes

If yes, what is the student's grade and relation to complainant: \_\_\_\_\_

\_\_\_\_\_

Is the accused a Charter School staff member? ☐ No ☐ Yes

If yes, what is the staff member's relation to the complainant (e.g., teacher)? \_\_\_\_\_

If no, what is the accused's affiliation to Charter School? \_\_\_\_\_

### Details of Complaint

Date of the Alleged Incident(s): \_\_\_\_\_ Location of Alleged Incident(s): \_\_\_\_\_

Please describe the facts underlying your complaint. Provide details such as the names of those involved, the dates of the incident(s), whether witnesses were present and the names of any witnesses, etc. Please provide any details which you feel might be helpful to a complaint investigator.

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Did the harassment occur at Charter School or during a Charter School activity? If so, please describe:

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Did this incident interfere with your ability to access or participate in Charter School programs or activities? If so, please describe:

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List the individuals involved in the relevant incident(s):

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List any witnesses to the incident(s):

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### **Acknowledgements**

By submitting this form to Charter School's Title IX Coordinator, I wish to initiate Charter School's formal Title IX Grievance Procedures.

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Signature of Complainant

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Date

Once you have completed this form, please submit it to the Title IX Coordinator:

Jennifer Carrete  
13915 Danielson Street, Suite 200, Poway, CA 92064  
Jennifer.carrete@cabrillopointacademy.org  
949-463-6224



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## **Harassment, Discrimination, Intimidation and Bullying Prevention Policy**

### **Complaint with the Safe Place to Learn Act**

It is the policy of Cabrillo Point Academy (“School”) to create and maintain a learning environment where students and employees are treated with dignity, decency and respect. It is also the policy of Cabrillo Point Academy to maintain an environment that encourages and fosters appropriate conduct among all persons and respect for individual values. Accordingly, the School is committed to enforcing this Harassment, Discrimination, Intimidation and Bullying Prevention Policy at all levels in order to create an environment free from all forms of discrimination, harassment, intimidation and bullying. Discrimination, harassment, intimidation or bullying based on the following characteristics, whether actual or perceived: race, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), immigration status, citizenship status, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy or childbirth), gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or association with a person or group with one or more of the aforementioned characteristics or any other legally protected category is unlawful and undermines the character and purpose of the School. Such discrimination, harassment, intimidation or bullying violates School policy and will not be tolerated. This policy applies to anyone on campus at the School or those attending School sponsored activities.

Any form of retaliation against anyone who has complained or formally reported discrimination, harassment, intimidation or bullying or against anyone who has participated in an investigation of such a complaint, regardless of whether the complaint relates to the complaining person or someone else, will not be tolerated and violates this policy and the law.

If the School possesses information that could indicate immigration status, citizenship status or national origin information, the School shall not use the acquired information to discriminate against any students or families or bar children from enrolling in or attending school. If parents or guardians choose not to provide information that could indicate their or their children’s immigration status, citizenship status or national origin information, the School shall not use such actions as a basis to discriminate against any students or families or bar children from enrolling or attending school.

Each year, the School shall educate students about the negative impact of bullying other students based on their actual or perceived immigration status or their religious beliefs or customs. The School shall also train teachers, staff and personnel to ensure that they are aware of their legal duty to take reasonable steps to eliminate a hostile environment and respond to any incidents of harassment based on the actual or

perceived characteristics noted above. Such training shall provide School personnel with the skills to do the following:

- Discuss the varying immigration experiences among members of the student body and school community;
- Discuss bullying-prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims;
- Identify the signs of bullying or harassing behavior;
- Take immediate corrective action when bullying is observed; and
- Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior.

### Definitions

**Discrimination:** Discrimination is adverse treatment of any person based on the protected class or category of persons to whom he/she belongs and such treatment limits students from participating or benefiting from school activities or services.

**Harassment:** Harassment is unwelcome verbal or physical conduct prohibited by law directed toward, or differential treatment of, a student because of his/her membership (or perceived membership) in any protected group or on any other prohibited basis. The harasser can be a student, a School official or employee, or someone who is not an employee of the School, such as a vendor or parent.

Examples of such conduct include, but are not limited to:

- Offensive or degrading remarks, verbal abuse, or other hostile behavior such as insulting, teasing, mocking, name calling, degrading or ridiculing another person or group
- Racial slurs, derogatory remarks about a person's accent, or display of racially offensive symbols
- Unwelcome or inappropriate physical contact, comments, questions, advances, jokes epithets or demands
- Physical assault or stalking
- Displays or electronic transmission of derogatory, demeaning or hostile materials
- Graphic and written statements, which may include use of cell phones or the Internet

Harassment does not have to include intent to harm, be directed at a specific target or involve repeated incidents. Harassment creates a hostile environment when the conduct is sufficiently severe, pervasive or persistent so as to interfere with or limit a student's ability to participate in or benefit from the services, activities or opportunities offered by the School.

**Sexual Harassment:** Sexual harassment is a form of harassment based on sex, including sexual harassment, gender harassment and harassment based on pregnancy, childbirth or related medical conditions. It generally involves unwanted sexual advances, or visual, verbal or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of violations:

- Unwanted sexual advances
- Offering educational benefits in exchange for sexual favors
- Making or threatening reprisals after a negative response to sexual advances

- Visual conduct: leering, making sexual gestures, displaying of suggestive objects or pictures, cartoons or posters
- Verbal conduct: making or using derogatory comments, epithets, slurs and jokes
- Verbal sexual advances or propositions
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations
- Physical conduct: touching, assault, impeding or blocking movements

**Intimidation:** Intimidation includes adverse actions intended to fill another with fear, to overawe or cow, as through force of personality or by superior display of wealth, talent, etc., or to force another into or deter from some action by inducing fear.

**Bullying:** Bullying may take place in a variety of hostile acts that are carried out repeatedly over time. The acts involve a real or perceived imbalance of power, with the more powerful child or group attacking those who are less powerful. It may be physical (hitting, kicking, spitting, pushing), verbal (taunting, malicious teasing, name calling, threatening), or psychological (spreading rumors, manipulating social relationships, or promoting social exclusion, extortion or intimidation). Bullying is any severe or pervasive action or conduct directed toward one or more students that have the effect of one or more of the following: 1) places a reasonable student in fear of harm to that student's person or property; 2) causes a reasonable student to experience a substantially detrimental effect on his or her physical or mental health; 3) causes a reasonable student to experience substantial interference with his or her academic performance; 4) causes a reasonable student to experience interference with his or her ability to participate in or benefit from the services, activities or privileges provided by the School.

Other types of bullying:

- Sexual bullying includes many of the actions typical of bullying behavior with the added actions of exhibitionism, voyeurism, sexual propositioning, sexual harassment and sexual abuse (touching, physical contact, sexual assault).
- Bias or hate-motivated bullying is a basic bias against or hate for a person or group. Examples include taunting one's race, religion, national origin, sexual orientation, or physical or mental disabilities. The bullying behavior may also be aggressive, antagonistic, and assaultive.
- Hazing is a form of aggressive behavior that usually involves intimidation and humiliation during an initiation for a student organization or body, club, group or sports team. It may involve conduct that is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current or prospective pupil. Hazing does not include athletic events or school-sanctioned events.
- Cyberbullying involves bullying conduct that is created or transmitted by means of an electronic device, including, but not limited to, a telephone, wireless telephone or other wireless communication device, computer or pager communicating any of the following: 1) a message, text, sound or image; 2) a post on a social network Internet Web site, including a "Burn Page," an impersonation of another student, and a false profile.
- Cyber sexual bullying involves dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more effects described in (1) – (4) above. A photograph or other visual recording shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording or other electronic act.
- Social media bullying involves bullying through forums for social media, such as internet websites with free registration and ease of registration, internet websites offering peer-to-peer instant

messaging (such as Snapchat, Tox, FireChat, Orbit, Bleep), internet websites offering comment forums (such as FaceBook, Twitter, Reddit) and internet websites offering image or video posting platforms (such as YouTube, Instagram, Twitch, Imgur).

**Retaliation:** Retaliation is any adverse action taken against a student because he or she filed a charge of harassment, discrimination, intimidation or bullying complaint to the School or another agency or participated in an investigation about the same (such as an internal investigation or lawsuit), including as a witness. Retaliation also includes adverse action taken against someone who is associated with the individual opposing the perceived harassment, discrimination, intimidation or bullying.

#### Reporting Discrimination, Harassment, Intimidation, Bullying or Retaliation

Any student who believes that he or she has been the victim of discrimination, harassment, intimidation, bullying or retaliation prohibited by this policy, or any student who has witnessed such discrimination, harassment, intimidation, bullying or retaliation, should immediately report the circumstances in accordance with the procedure set forth below. The School will investigate any conduct that violates this policy, even in the absence of a complaint, and take remedial action where appropriate.

A student may make a complaint, written or oral, to any of the individuals listed below:

- Their Homeschool Teacher, school counselor or other school personnel
- The Senior Director of the School

Complaints may be submitted to the Senior Director by any of the following methods:

- By phone at 951-741-4376
- By email at [jennifer.lorge@cabrillopointacademy.org](mailto:jennifer.lorge@cabrillopointacademy.org)
- By mail at 13915 Danielson Street Suite #200 Poway, CA 92064

Any teacher, school counselor or other school employee that receives any complaints of misconduct, or personally observes, learns about from others, or reasonably suspects has occurred, shall report the same to the Senior Director, so that the School may attempt to resolve the claim internally. Any School personnel that witness an act of discrimination, harassment, intimidation, bullying or retaliation shall take immediate steps to intervene when it is safe to do so.

#### Investigation and Disposition of Complaints

##### *General Grievance Procedures:*

The following general grievance procedures (“General Grievance Procedures”) are intended for complaints of discrimination, sexual harassment, harassment, intimidation, and bullying that are not subject to review under School’s Uniform Complaint Procedures (“UCP”) or Title IX Grievance Procedures per School’s Title IX Policy. For example, an allegation of bullying that is unrelated to any protected characteristic set forth above may be investigated under these General Grievance Procedures.

The School will conduct a prompt, thorough and impartial investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. The investigation, conducted by a qualified investigator(s) (who may be a School employee), will include an interview with the alleged student-victim and his/her parent(s)/guardian(s). It may also include interviews with the person who made the initial report, the complainant (if not the alleged victim), the alleged

wrongdoer and/or any other person who may have information regarding the incident, each of whom are encouraged to cooperate with any investigation. The investigator may also review any relevant documents.

The School will endeavor to complete its investigation within thirty (30) days of a report of discrimination, harassment, intimidation, bullying or retaliation.

Confidentiality of the complaint and investigation will be kept by the School to the extent possible but note that the investigation will not be completely confidential. The School shall ensure confidentiality with respect to a student's or family's immigration status.

The investigator (if a third party) will report his/her findings to the Senior Director ~~and/or Board of Directors~~. Where the investigator concludes that a violation of this policy has occurred, the Principal, Senior Director and/or Board of Directors his/her designee will take prompt and appropriate redial action, including disciplinary action. Depending upon the circumstances, disciplinary action may include, but is not limited to suspension and/or recommendation for expulsion. Discipline for a violation of this policy is not progressive, so a first violation of this policy may warrant suspension or a recommendation for expulsion.

Every complaint will trigger the creation of an investigatory file. The investigatory file will consist of the initial complaint, the final investigative report, including a record of the remedial action to be taken, if any, and all documents created, used or reviewed during the investigation.

At the conclusion of the investigation, the Senior Director shall notify the complainant of the manner in which it has resolved the matter. If, within 30 days after notification of resolution, the complainant does not agree with the resolution, the complainant may appeal the matter to the Board of Directors of the School by filing a notice of appeal stating the reasons for the appeal and specific disagreement with the School's resolution of the complaint. The Board of Directors will provide the student with a final decision of the School's resolution 5 days after the Board of Directors' next regularly scheduled board meeting. ~~If the student does not agree with the final determination of the Board of Directors, the student may appeal to the California Department of Education using the appeal process adopted in the School's Uniform Complaint Procedures.~~

~~Complaints alleging unlawful discrimination, harassment, intimidation or bullying based on protected characteristics set forth above (e.g., race, ethnicity or ethnicity, immigration status, religion, gender, gender identity or expression, or sexual orientation) or related to certain state and federal programs are eligible to be investigated pursuant to the UCP. If any formal complaints alleging sexual harassment constitute Sexual Harassment as defined under Title IX, the complaints shall be investigated under the Title IX Policy. Copies of the Title IX Policy and UCP can be found on the School's website.~~

### **Parental Notification:**

Each year, the School shall notify parents and guardians of their children's right to a free public education, regardless of immigration status or religious beliefs. This information shall include information related to the "Know Your Rights" immigration enforcement established by the California Attorney General. The School shall also inform students who are the victims of hate crimes of their right to report such crimes.

## **Sexual Harassment Poster**

The School shall create a poster that notifies pupils of the applicable written policy on sexual harassment. The poster shall display, at a minimum, all of the following: 1) The rules and procedures for reporting a charge of sexual harassment; 2) The name, phone number and email address of an appropriate school official to contact to report a charge of sexual harassment; 3) The rights of the reporting pupil, the complainant, and the respondent and the responsibilities of the School in accordance with the School's written policy on sexual harassment.

This poster will be prominently and conspicuously displayed in each bathroom and locker room at the school site. It may be prominently and conspicuously displayed in public areas at the school site that are accessible to, and commonly frequented by students, including, but not limited to classrooms, classroom hallways, gymnasiums, auditoriums and cafeterias. The governing board of the School shall have full discretion to select the appropriate public areas to display the poster at the school site.

## **Posting**

This policy shall be posted on the School's internet website in a manner that is easily accessible to parents/guardians/students.





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## **Resolution of Cabrillo Point Academy Board of Directors 2021-12**

### **Continuing School Board Authority to Hold Virtual Meetings Pursuant to AB 361**

**WHEREAS**, on March 4, 2020, Governor Gavin Newsom declared a statewide emergency arising from the coronavirus (COVID-19); and

**WHEREAS**, on March 17, 2020, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Brown Act pertaining to teleconferenced meetings; and

**WHEREAS**, on June 11, 2021, Governor Newsom issued Executive Order N-08-21 which indicated that Executive Order N-29-20's authorization for holding virtual meetings would expire on September 30, 2021; and

**WHEREAS**, on September 16, 2021, Governor Newsom signed AB 361 (Rivas) as urgency legislation effective immediately, which provides that legislative bodies may continue to meet remotely during a declared State of Emergency subject to certain conditions; and

**WHEREAS**, AB 361 amends the Brown Act (Government Code section 54953) to add the following provision:

(e)(1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

**WHEREAS**, AB 361 amends the Brown Act (Government Code section 54953) to add the following provision:

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

**THEREFORE, BE IT RESOLVED** that the Board of Directors of Cabrillo Point Academy finds that the Governor's March 4, 2020, declaration of a state of emergency due to the COVID-19 pandemic remains active.

**BE IT FURTHER RESOLVED**, the Board of Directors of Cabrillo Point Academy finds that due to the state of emergency meeting in person would present imminent risks to the health or safety of attendees and/or the state of emergency continues to directly impact the ability of the members to meet safely in person due to the prevalence of the Delta variant of the COVID-19 virus, the indoor setting of meeting facilities, the potential presence of contagious individuals attending meetings, the potential for noncompliance with mask wearing requirements, and desire to protect the health of board members, staff, and the public.

**PASSED AND ADOPTED** by the following vote of the Board of Directors of Cabrillo Point Academy, County of Orange, State of California on November 18th, 2021.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENCES: \_\_\_\_\_

\_\_\_\_\_

President, Board of Directors