

This meeting will be by teleconference pursuant to Executive Orders N-25-20 and N-29-20.

The Board of Directors (“Board”) and employees of the Pacific View Charter School shall meet via the Zoom meeting platform. Members of the public who wish to access this Board meeting may do so at:

https://us04web.zoom.us/j/73801711650?pwd=HPo9kCzo7-gmIGpRsRALDE3DD_n1cN.1

Members of the public who wish to comment during the Board meeting may use the “raise hand” tool on the Zoom platform. Members of the public calling in will be given the opportunity to address the Board during the meeting. Individual comments will be limited to three (3) minutes. If an interpreter is needed for comments, they will be translated to English and the time limit shall be six (6) minutes. The Board may limit the total time for public comment to a reasonable time. The Board reserves the right to mute or remove a participant from the meeting if the participant unreasonably disrupts the Board meeting.

Access to Board Materials: A copy of the written materials which will be submitted to the Board may be reviewed by any interested persons on The Pacific View Charter School’s website along with this agenda following the posting of the agenda at least 72 hours in advance of this meeting.

Disability Access: Requests for disability-related modifications or accommodations to participate in this public meeting should be made 24 hours prior to the meeting by calling (760) 757-0161x105. All efforts will be made for reasonable accommodations. The agenda and public documents can be modified upon request as required by Section 202 of the Americans with Disabilities Act.

Pacific View Charter School

**A California Public School and Nonprofit 501 (c) (3) Corporation
3670 Ocean Ranch Blvd., Oceanside, California 92056
Phone # (760) 757-0161**

AGENDA

**Board of Trustees’ Meeting
Tuesday, February 15, 2022 continued to:
Wednesday, February 16, 2022
3:30pm**

1.0 Call to Order/Roll Call

- | | | |
|-----|------------------------------------|-------------|
| 2.0 | <u>Approval of Agenda</u> | Action |
| 3.0 | <u>Pledge of Allegiance</u> | |
| 4.0 | <u>Public Comment</u> | |
| 5.0 | <u>Introductions</u> | |
| 6.0 | <u>Executive Director's Report</u> | Information |
| 7.0 | <u>Consent Calendar</u> | |

These agenda items are considered routine and will be approved in one action without discussion. If a Board Trustee requests that an item be removed from the consent calendar or a citizen wishes to speak to an item, the item will be considered under Action Items.

- | | | |
|------|---|-------------|
| 7.1 | Minutes from Board Meeting of January 18, 2022 | Action |
| 8.0 | <u>Action/Discussion Items</u> | |
| 8.1 | Pacific View Charter School 2023-2025 Auditor Selection Contract:
Baker Tilly US, LLP | Action |
| 8.2 | Board Warrant Listing January 1, 2022 through January 31, 2022 | Action |
| 8.3 | 2021-2022 LCAP Supplement- Mid Year Budget, Outcome Data, and Related
Metrics Winter 2021 | Information |
| 8.4 | 2021-22 Second Interim Report | Action |
| 8.5 | AB 361Teleconferencing Executive Order N-29-20. The School Board has
reconsidered the circumstances of the state of emergency. For the month of March 2022,
the following circumstances exist: 1) The state of emergency continues to directly impact
the ability of the members to meet safely in person; 2) State or local officials continue to
impose or recommend measures to promote social distancing. | Action |
| 8.6 | School Crisis Plans- Oceanside & Moreno Valley | Action |
| 9.0 | <u>Personnel</u> | |
| 9.1 | Director of Curriculum & Instruction | Action |
| 10.0 | <u>Curriculum</u> | |
| 10.1 | Student Policy #16 Promotion/Acceleration/Retention | Action |
| 11.0 | <u>Board Staff Discussion</u> | |
| 12.0 | <u>Adjournment</u> | |

7.1

Pacific View Charter School

A California Public School and Nonprofit 501 (c) (3) Corporation

3670 Ocean Ranch Blvd., Oceanside, California 92056

Phone # (760) 757-0161

Board of Trustees' Meeting –Tuesday, January 18, 2022

3:30 p.m.

Board Minutes

1.0 Call to Order/Roll Call

Chairperson Walters called the meeting to order at 3:30 pm with Vice Chair Weber present , and Trustee Meyer absent.

2.0 Approval of Agenda

Moved by Vice Chair Weber and seconded by Chair Walters to approve the agenda as presented.

AYES: Walters, Weber

NOES: None

ABSTAIN: None

ABSENT: Meyer

3.0 Pledge of Allegiance

The Pledge of Allegiance was let by Founding Executive Director, Gina Campbell.

4.0 Public Comment - None

5.0 Introductions – Linda Moore, Special Education Coordinator; Erin Gorence, Director of Curriculum; Gayl Johnson, Director of Student Services; Kathy Meck, Site Supervisor Moreno Valley; Diane Gibson, Lead High School Teacher; Lori Bentley, HR& Business Services Coordinator.

6.0 Executive Director's Report

- ✚ Oceanside Chamber of Commerce Rising Star Program – One of our students was one of three scholarship recipients from other OUSD schools. The student overcame cancer and graduated this past October and is pursuing a career as an X-Ray Technician.
- ✚ The Cycling class has begun again and teachers are reaching out to students to participate
- ✚ We are experiencing Special Education challenges and are working with Vendors to fill the positions that are open until we can fill them
- ✚ Enrollment- 424 Oceanside and 158 Moreno Valley Total: 582 some of the decrease is due to the students graduation under the AB104 law.

7.0 Consent Calendar

7.1 Moved by Chair Walters & seconded by Vice Chair Weber to approve the Consent Calendar as presented.

AYES: Walters, Weber
NOES: None
ABSTAIN: None
ABSENT: Meyer

8.0 Action/Discussion Items

8.1 Moved by Vice Chair Weber & seconded by Chair Walters to approve the 2020-2021 Annual Audit as presented.

AYES: Walters, Weber
NOES: None
ABSTAIN: None
ABSENT: Meyer

8.2 Moved by Chair Walters and seconded by Vice Chair Weber to approve the recommendation from the Interview Committee of Erin Gorence as the new Executive Director of Pacific View Charter School as of July 1, 2022.

AYES: Walters, Weber
NOES: None
ABSTAIN: None
ABSENT: Meyer

8.3 Moved by Chair Walters and seconded by Vice Chair Weber to approve Ricardo Sanchez as the newest Board Trustee.

AYES: Walters, Weber
NOES: None
ABSTAIN: None
ABSENT: Meyer

8.4 Moved by Chair Walters and seconded by Vice Chair Weber to approve the Board Warrant Listing correcting the date to December 31, 2021.

AYES: Walters, Weber
NOES: None
ABSTAIN: None
ABSENT: Meyer

8.5 Moved by Vice Chair Weber and seconded by Chair Walters to approve the 2022-2023 School Calendar as presented.

AYES: Walters, Weber
NOES: None
ABSTAIN: None
ABSENT: Meyer

8.6 Moved by Chair Walters and seconded by Vice Chair Weber to approve the AB361 item for teleconferencing for the month of February.

AYES: Walters, Weber
NOES: None
ABSTAIN: None
ABSENT: Meyer

8.7 Moved by Chair Walters and seconded by Vice Chair Weber to approve the Nonpublic, Nonsectarian School/Agency Services Master Contract for ATX Learning LLC as presented.

AYES: Walters, Weber
NOES: None
ABSTAIN: None
ABSENT: Meyer

9.0 Curriculum

9.1-9.3 Moved by Chair Walters and seconded by Vice Chair Weber to approve the Literacy Prep Virtual, ELD B, and Stem Literacy B Course Outlines as presented.

AYES: Walters, Weber
NOES: None
ABSTAIN: None
ABSENT: Meyer

10.0 Personnel

10.1 Moved by Chair Walters and seconded by Vice Chair Weber to approve the Director of Finance & Central Office Job Description as presented.

AYES: Walters, Weber
NOES: None
ABSTAIN: None
ABSENT: Meyer

11.0 Board Staff Discussion

Chairman Walters thanked the Interview Committee members individually for their time and support in choosing the next Executive Director. The selection process included posting and review of 23 applications, screening of qualifications and

documentation requirements which resulted in 13 qualified applicants, CSBC consultant developed Interview Pool, Five candidates were selected and two rounds of interview were held.

11.0 Adjournment - Chair Walters adjourned the meeting at 4:20 p.m.

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December 6, 2021

Ms. Gina Campbell
Pacific View Charter School
3670 Ocean Ranch Blvd.
Oceanside, California 92056

Dear Ms. Campbell:

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our) as your auditors.

The purpose of this letter (the Engagement Letter) is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of Pacific View Charter School (the Organization, Client, you).

Services and Related Report

We will audit the financial statements of the Organization for the years ended June 30, 2022, 2023, 2024.

Upon completion of our audit, we will provide the Organization with our audit report on the financial statements referred to above. If, for any reasons caused by or relating to the affairs or management of the Organization, we are unable to complete the audit or are unable to or have not formed an opinion or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

Our report does not include reporting on key audit matters.

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing the audit in accordance with auditing standards generally accepted in the United States of America (GAAS). These standards require that we plan and perform the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. A misstatement is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user based on the financial statements. The audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management and evaluating the overall financial statement presentation. Our audit does not relieve management or those charged with governance of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

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We will perform our audit in accordance with GAAS. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

- > Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- > Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- > Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- > Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We are also responsible for determining that those charged with governance are informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS; (ii) an overview of the planned scope and timing of the audit and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of the Organization's significant accounting practices, accounting estimates and financial statement disclosures, (b) difficulties encountered in performing the audit, (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures, and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to the Organization's financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that those charged with governance receive copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

The audit will not be planned or conducted in contemplation of reliance by any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be assessed differently by a third party, possibly in connection with a specific transaction.

Management's Responsibilities

Our audit will be conducted on the basis that the Organization's management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

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- > For the preparation and fair presentation of the financial statements and supplementary information in accordance with accounting principles generally accepted in the United States of America;
- > For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements and supplementary information that are free from material misstatement, whether due to fraud or error; and
- > To provide us with:
 - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements and supplementary information such as records, documentation, and other matters;
 - Additional information that we may request from management for the purpose of the audit; and
 - Unrestricted access to persons within the Organization from whom we determine it necessary to obtain audit evidence.

Management is responsible for (i) adjusting the financial statements and supplementary information to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the year under audit are immaterial, both individually and in the aggregate, to the financial statements and supplementary information taken as a whole and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of the Organization's internal control over financial reporting that are reasonably likely to adversely affect the Organization's ability to record, process, summarize and report external financial data reliably in accordance with accounting principles generally accepted in the United States of America. Management also is responsible for identifying and ensuring that the Organization complies with the laws and regulations applicable to its activities.

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services.

Nonattest services that we will be providing are as follows:

- > Preparation of the financial statements
- > Preparation of the exempt from tax return Form 990

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.

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- > Designate an employee with suitable skill, knowledge and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters of which we believe you should be aware and will meet with you upon request.

Other Documents

If you intend to reproduce or publish the financial statements, and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The Organization may wish to include our report on these financial statements in a registration statement proposed to be filed under the Securities Act of 1933, or in some other securities offering. You agree that the aforementioned audit report, or reference to Baker Tilly will not be included in such offering without our prior written permission or consent. Any agreement to perform work in connection with an offering, including an agreement to provide permission or consent, will be a separate agreement.

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants (AICPA). Under certain circumstances, as described below, we are also required to be independent under the rules of the Securities Exchange Commission (SEC) and/or the Public Company Accounting Oversight Board (PCAOB). The rules of the SEC and PCAOB are different from those of the AICPA. Examples of services allowed under the AICPA rules that would impair independence under the SEC and PCAOB rules include preparation of the financial statements (including printing and binding services), preparation of the tax provision, implementing financial information systems, internal audit outsourcing and performance of tax services for a contingent fee.

The circumstances that would require SEC and/or PCAOB independence rules include a public offering of debt or equity securities, a reverse merger into a public shell company and use of the Organization's audited financial statements to satisfy the SEC Custody Rule (Rule 206(4)-2).

Please notify us immediately if you require us to be independent under SEC and/or PCAOB independence rules. If our independence were determined to be impaired under the SEC and PCAOB rules for any period where independence with such rules would be required, the Organization would be required to have the impacted periods reaudited, at the Organization's expense, by another firm.

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The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records; so we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the Organization's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the Organization hereby authorizes us to do so.

Baker Tilly and the Organization acknowledge that, at the time of the execution of this Engagement Letter, federal, state and local governments, both domestic and foreign, have restricted travel and/or the movement of their citizens due to the ongoing and evolving situation around COVID-19. In addition, like many organizations and companies in the United States and around the globe, Baker Tilly has restricted its employees from travel and onsite work, whether at a client facility or Baker Tilly facility, to protect the health of both Baker Tilly and its clients' employees. Accordingly, to the extent that any of the services described in this Engagement Letter requires or relies on personnel to travel and/or perform work onsite, then Baker Tilly and the Organization acknowledge and agree that when the performance of such work depends on physical access to Client's facilities, then such work may be supplanted with alternative procedures, or may be delayed, significantly or indefinitely and/or suspended at Baker Tilly's discretion. Baker Tilly and the Organization agree to provide the other with prompt written notice in the event any of the onsite services described herein, such as inventory observations and other procedures, will need to be supplanted, rescheduled and/or suspended. Baker Tilly and the Organization also acknowledge and agree that any delays or workarounds due to the situation surrounding COVID-19 may increase the cost of the services described herein. Baker Tilly will obtain the Organization's prior written approval for any increase in the cost of Baker Tilly services that may result from the situation surrounding COVID-19.

Timing and Fees

Completion of our work is subject to, among other things, (i) appropriate cooperation from Organization personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the Organization is unable to provide such schedules, information and assistance, Baker Tilly and you may mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees. Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

Invoicing for services will be issued in three installments; the first upon commencement of engagement planning/preliminary fieldwork, the second upon commencement of year-end fieldwork, and the third upon delivery of the audit report. Fees are payable upon presentation. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all expenditures through the date of termination. In the event that collection procedures are required, the Organization agrees to be responsible for all expenses of collection including related attorneys' fees.

Ms. Gina Campbell
Pacific View Charter School

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We estimate that our fees for these services will be:

\$18,995 for June 31, 2022
\$19,995 for June 31, 2023
\$20,995 for June 31, 2024

Our fees, as summarized above, are based upon the current accounting and auditing standards that have been issued and are effective as of the date of this letter. Should additional accounting or auditing standards be issued subsequent to or become effective for, the periods covered by this engagement, our estimated fees may be adjusted accordingly.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision and billing arrangements we use in connection with these professionals. Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these service providers, but are committed to maintaining the confidentiality and security of your information.

To the extent the services require Baker Tilly receive personal data or personal information from Client, Baker Tilly may process any personal data or personal information, as those terms are defined in applicable privacy laws, in accordance with the requirements of the applicable privacy law relevant to the processing in providing services hereunder. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor in relation to Client personal data and personal information, as those terms are defined respectively under the CCPA/GDPR. Client is responsible for notifying Baker Tilly of any data privacy laws the data provided to Baker Tilly is subject to and Client represents and warrants it has all necessary authority (including any legally required consent from data subjects) to transfer such information and authorize Baker Tilly to process such information in connection with the services described herein. Client agrees that Baker Tilly has the right to generate aggregated/de-identified data from the accounting and financial data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly's use of aggregated/de-identified data.

Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

Any additional services that may be requested and we agree to provide will be the subject of a separate engagement letter.

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We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the Organization, unless otherwise prohibited. In the event we are requested by the Organization or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the Organization, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no prehearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from Judicate West, AAA, Judicial Arbitration & Mediation Services (JAMS), the Center for Public Resources or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrator(s) shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrator(s) shall be empowered to interpret the applicable statutes of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

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Limitation on Damages and Indemnification

The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Engagement Letter shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter even if the other party has been advised of the possibility of such damages.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, Organization personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

Ms. Gina Campbell
Pacific View Charter School

December 6, 2021
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Our dedication to client service is carried out through our employees who are integral in meeting this objective. In recognition of the importance of our employees it is hereby agreed that the Organization will not solicit our employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Baker Tilly for a period of twelve (12) months following the date of the conclusion of this engagement. If the Organization violates this nonsolicitation clause, the Organization agrees to pay to Baker Tilly a fee equal to the hired person's annual salary at the time of the violation so as to reimburse Baker Tilly for the costs of hiring and training a replacement.

The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

Baker Tilly US, LLP, trading as Baker Tilly, is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter constitutes the entire agreement between the Organization and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. This Engagement Letter's provisions shall not be deemed modified or amended by the conduct of the parties.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the Organization's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws.

We appreciate the opportunity to be of service to you.

Ms. Gina Campbell
Pacific View Charter School

December 6, 2021
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If there are any questions regarding the Engagement Letter, please contact Jim Rotherham, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and for determining that the engagement has been completed in accordance with professional standards. Jim Rotherham is available at (858) 597-4100.

Sincerely,

BAKER TILLY US, LLP

The services and terms as set forth in this Engagement Letter are agreed to by:

Gina Campbell
Officer signature
Founding Executive Director
Title
12/20/21
Date

8.2

Board Warrant Report
January, 2022

Warrant ID	Name	Payment Date	Total Warrant Amount	Description	Fund	Invoice Fund Amount	PO No.
14853427	Hanna Plumbing	1/6/2022	\$ 136.18	Plumbing Maintenance Oside Cam	6200	\$ 136.18	0000001353
14853428	Reliable Translations Inc.	1/6/2022	\$ 245.00	Reliable Translations	6200	\$ 147.00	0000001399
14853428	Reliable Translations Inc.	1/6/2022	\$ 245.00	Reliable Translations	6200	\$ 98.00	0000001399
14853429	Pediatric Therapy Services, LLC	1/6/2022	\$ 21,324.00	Stepping Stones - Sped Teacher	6200	\$ 21,324.00	0000001400
14853430	HopSkipDrive, INC	1/6/2022	\$ 1,719.23	Sped Transportation	6200	\$ 1,719.23	0000001413
14853431	CDW GOVERNMENT, INC.	1/6/2022	\$ 677.43	CHROMEBOOK CHARGERS	6200	\$ 677.43	0000001459
14853432	AT&T MOBILITY	1/6/2022	\$ 473.52	Cell phone service	6200	\$ 412.18	0000001302
14853432	AT&T MOBILITY	1/6/2022	\$ 473.52	Cell Phone Replacements	6200	\$ 61.34	0000001302
14853433	SOUTH COUNTY PEST CONTROL, INC	1/6/2022	\$ 90.00	Pest Control Services	6200	\$ 90.00	0000001367
14853434	DEPARTMENT OF MOTOR VEHICLES	1/6/2022	\$ 510.00	Car Registrations - Rogues	6200	\$ 255.00	0000001328
14853434	DEPARTMENT OF MOTOR VEHICLES	1/6/2022	\$ 510.00	Car Registrations - Rogues	6200	\$ 255.00	0000001328
14853435	EASTERN MUNICIPAL WATER DIST	1/6/2022	\$ 245.92	Water Utilities - Moreno Valle	6200	\$ 245.92	0000001351
14853436	KONICA MINOLTA BUS. SOLUTIONS	1/6/2022	\$ 246.94	Copier Fees- Office fees 15%	6200	\$ 37.04	0000001337
14853436	KONICA MINOLTA BUS. SOLUTIONS	1/6/2022	\$ 246.94	Copier - Student Fees 85%	6200	\$ 209.90	0000001337
14853437	MISSION FEDERAL CREDIT UNION	1/6/2022	\$ 344.02	Lease Web	6200	\$ 1.00	0000001439
14853437	MISSION FEDERAL CREDIT UNION	1/6/2022	\$ 344.02	Mission Federal - Instruction	6200	\$ 143.02	0000001386
14853437	MISSION FEDERAL CREDIT UNION	1/6/2022	\$ 344.02	CAWEE Conference Registration	6200	\$ 200.00	0000001441
14853438	NANPOR SECURITY SERVICES	1/6/2022	\$ 4,818.03	Security Guard Oceanside	6200	\$ 1,794.87	0000001430
14853438	NANPOR SECURITY SERVICES	1/6/2022	\$ 4,818.03	Security Guard Oceanside	6200	\$ 3,023.16	0000001430
14853439	DIANE GIBSON	1/6/2022	\$ 180.72	Conference Expenses CSDC	6200	\$ 180.72	employee
14853440	GEOFFREY WEEKS	1/6/2022	\$ 204.84	Winterfest Reimbursement	6200	\$ 204.84	employee
14853441	RONALD LARRY HOLDEN	1/6/2022	\$ 2,680.00	Handyman Services	6200	\$ 80.00	0000001364
14853441	RONALD LARRY HOLDEN	1/6/2022	\$ 2,680.00	Janitorial Services	6200	\$ 2,600.00	0000001364
14853442	VCC OCEAN RANCH CONDO. ASSOC.	1/6/2022	\$ 6,158.00	Property Association Fees - Oc	6200	\$ 6,158.00	0000001370
14853443	FRONTIER	1/6/2022	\$ 402.40	Admin - Phone & Internet Servi	6200	\$ 60.36	0000001310
14853443	FRONTIER	1/6/2022	\$ 402.40	Student - Phone & Internet Ser	6200	\$ 342.04	0000001310
001835	MV MEDICAL CTR MASTER ASSOC	1/10/2022	\$ 1,132.00	Master Association Fees - More	6200	\$ 1,132.00	0000001359
14854430	SAN DIEGO GAS & ELECTRIC	1/10/2022	\$ 2,572.79	Electrical Utilities Oceanside	6200	\$ 2,572.79	0000001366
14854431	SCHOOL PATHWAYS HOLDINGS, LLC	1/10/2022	\$ 10,831.08	CalPads, Online Registration,	6200	\$ 3,290.08	0000001390
14854431	SCHOOL PATHWAYS HOLDINGS, LLC	1/10/2022	\$ 10,831.08	School Pathways LMS	6200	\$ 7,541.00	0000001405
14856758	Cordata Shredding	1/18/2022	\$ 158.74	Oceanside Shred	6200	\$ 79.37	0000001306
14856758	Cordata Shredding	1/18/2022	\$ 158.74	Moreno Valley Shred	6200	\$ 79.37	0000001306
14856759	Cordata Shredding	1/18/2022	\$ 103.11	Off-site Secure Storage	6200	\$ 103.11	0000001306
14856760	Citi Cards	1/18/2022	\$ 5,028.08	Janitorial Services - Oceansid	6200	\$ 358.63	0000001346
14856760	Citi Cards	1/18/2022	\$ 5,028.08	Admin Supplies - Costco - More	6200	\$ 149.52	0000001305
14856760	Citi Cards	1/18/2022	\$ 5,028.08	Admin - Costco Supplies - Ocea	6200	\$ 199.86	0000001304

Board Warrant Report
January, 2022

Warrant ID	Name	Payment Date	Total Warrant Amount	Description	Fund	Invoice Fund Amount	PO No.
14856760	Citi Cards	1/18/2022	\$ 5,028.08	Auto expenses - Gas, Maintenanc	6200	\$ 123.82	0000001303
14856760	Citi Cards	1/18/2022	\$ 5,028.08	Janitorial Supplies - MORENO V	6200	\$ 45.03	0000001347
14856760	Citi Cards	1/18/2022	\$ 5,028.08	Winterfest MV -- Costco Charge	6200	\$ 94.18	0000001463
14856760	Citi Cards	1/18/2022	\$ 5,028.08	Citibank - Child Nutrition and	6200	\$ 2,871.96	0000001387
14856760	Citi Cards	1/18/2022	\$ 5,028.08	Winterfestival - Costco Charg	6200	\$ 148.50	0000001462
14856760	Citi Cards	1/18/2022	\$ 5,028.08	Rental Vehicles - Sports Team	6200	\$ 270.44	0000001461
14856760	Citi Cards	1/18/2022	\$ 5,028.08	Citibank - Costco Student Supp	6200	\$ 766.14	0000001407
14856761	Specialized Therapy Services, Inc	1/18/2022	\$ 945.00	Specialized Therapy Services -	6200	\$ 945.00	0000001429
14856762	Total Education Solutions	1/18/2022	\$ 75.75	TES Therapy	6200	\$ 75.75	0000001401
14856763	Reliable Translations Inc.	1/18/2022	\$ 441.00	Reliable Translations	6200	\$ 147.00	0000001399
14856763	Reliable Translations Inc.	1/18/2022	\$ 441.00	Reliable Translations	6200	\$ 147.00	0000001399
14856763	Reliable Translations Inc.	1/18/2022	\$ 441.00	Reliable Translations	6200	\$ 147.00	0000001399
14856764	DiscoverHubbl, Inc	1/18/2022	\$ 1,482.51	HUBBL HOT SPOTS	6200	\$ 1,482.51	0000001458
14856765	MJ Akerland RN, A Professional Nursing	1/18/2022	\$ 500.00	K12 Nursing Services	6200	\$ 500.00	0000001464
14856766	Diamond Environmental Services, LP	1/18/2022	\$ 272.90	Handwash Basins - Student Lunc	6200	\$ 272.90	0000001350
14856767	ADT SECURITY SERVICES	1/18/2022	\$ 67.90	Security System - Moreno Valle	6200	\$ 67.90	0000001292
14856768	CALIFORNIA COMMERCIAL SECURITY	1/18/2022	\$ 146.91	Security System - Oceanside	6200	\$ 146.91	0000001341
14856769	COX BUSINESS SERVICES	1/18/2022	\$ 736.80	Student - Internet & Phone Ser	6200	\$ 388.53	0000001308
14856769	COX BUSINESS SERVICES	1/18/2022	\$ 736.80	Admin- Internet & Phone Servic	6200	\$ 68.56	0000001308
14856769	COX BUSINESS SERVICES	1/18/2022	\$ 736.80	Security Cameras Oceanside	6200	\$ 279.71	0000001349
14856770	BILLY R BENSON,	1/18/2022	\$ 2,125.00	Business Office Training	6200	\$ 2,125.00	0000001309
14856771	SPARKLETTS & SIERRA SPRINGS	1/18/2022	\$ 174.39	Bottled Water Service	6200	\$ 29.32	0000001368
14856771	SPARKLETTS & SIERRA SPRINGS	1/18/2022	\$ 174.39	Bottled Water Service	6200	\$ 145.07	0000001368
14856772	KONICA MINOLTA BUS. SOLUTIONS	1/18/2022	\$ 995.19	Lease - Oceanside - Office 15%	6200	\$ 98.69	0000001336
14856772	KONICA MINOLTA BUS. SOLUTIONS	1/18/2022	\$ 995.19	LEASE - Oceanside - Student Fe	6200	\$ 559.24	0000001336
14856772	KONICA MINOLTA BUS. SOLUTIONS	1/18/2022	\$ 995.19	Oceanside Copier - Student Fee	6200	\$ 286.68	0000001336
14856772	KONICA MINOLTA BUS. SOLUTIONS	1/18/2022	\$ 995.19	Oceanside Copier - Office 15%	6200	\$ 50.58	0000001336
14856773	MORENO VALLEY UTILITY	1/18/2022	\$ 1,526.76	Electrical Utilities - Moreno	6200	\$ 1,526.76	0000001360
001930	PACIFIC VIEW CHARTER SCHOOL	1/20/2022	\$ 12,355.89	Mortgage Payment - MV Wells Fa	6200	\$ 2,471.18	0000001313
001930	PACIFIC VIEW CHARTER SCHOOL	1/20/2022	\$ 12,355.89	Mortgage Payment - MV Wells Fa	6200	\$ 9,884.71	0000001313
14857787	Nissan Motor Acceptance Corporation	1/20/2022	\$ 1,073.41	Nissan	6200	\$ 1,073.41	0000001319
14857788	Linda Moore	1/20/2022	\$ 79.00	CPR Training Reimbursment	6200	\$ 79.00	employee
14857789	Reliable Translations Inc.	1/20/2022	\$ 147.00	Reliable Translations	6200	\$ 147.00	0000001399
14857790	Pediatric Therapy Services, LLC	1/20/2022	\$ 9,725.75	Stepping Stones - Sped Teacher	6200	\$ 9,725.75	0000001400
14857791	CHARTER SCHOOLS DEVELOPMENT	1/20/2022	\$ 1,764.00	Annual Membership fees	6200	\$ 1,764.00	0000001327
14857792	JAN-PRO OF SAN DIEGO	1/20/2022	\$ 3,799.00	Janitorial Services - Oceansid	6200	\$ 3,799.00	0000001355

Board Warrant Report
January, 2022

Warrant ID	Name	Payment Date	Total Warrant Amount	Description	Fund	Invoice Fund Amount	PO No.
14857793	NATIONAL BENEFIT SERVICES, LLC	1/20/2022	\$ 75.00	Administrative Fees for Employ	6200	\$ 75.00	0000001375
14857794	SCHOOL PATHWAYS HOLDINGS, LLC	1/20/2022	\$ 850.00	CalPads, Online Registration,	6200	\$ 850.00	0000001390
14858802	Nissan Motor Acceptance Corporation	1/24/2022	\$ 1,018.62	Nissan	6200	\$ 1,018.62	0000001319
14858803	Reliable Translations Inc.	1/24/2022	\$ 363.00	Reliable Translations	6200	\$ 147.00	0000001399
14858803	Reliable Translations Inc.	1/24/2022	\$ 363.00	Reliable Translations	6200	\$ 216.00	0000001399
14858804	KIRA FOX- CUSTODIAN OF PETTY CASH	1/24/2022	\$ 90.00	Office Supplies - MoVal	6200	\$ 90.00	0000001382
14858805	LORI BENTLEY	1/24/2022	\$ 1,133.37	Child Nutrition - Costo Reimbursementy	6200	\$ 1,087.94	employee
14858805	LORI BENTLEY	1/24/2022	\$ 1,133.37	Janitorial Supplies- Costo Reimbursement	6200	\$ 45.43	employee
14858806	FRONTIER	1/24/2022	\$ 466.34	Admin - Phone & Internet Servi	6200	\$ 69.95	0000001310
14858806	FRONTIER	1/24/2022	\$ 466.34	Student - Phone & Internet Ser	6200	\$ 396.39	0000001310
002021	WASTE MANAGEMENT	1/26/2022	\$ 132.40	Trash Services - Moreno Valley	6200	\$ 132.40	0000001371
14860255	Emcor Services Mesa Energy	1/27/2022	\$ 2,665.00	HVAC Maintenance, Service & Re	6200	\$ 2,665.00	0000001352
14860256	Reliable Translations Inc.	1/27/2022	\$ 294.00	Reliable Translations	6200	\$ 147.00	0000001399
14860256	Reliable Translations Inc.	1/27/2022	\$ 294.00	Reliable Translations	6200	\$ 147.00	0000001399
14860257	AIR CRAFTS HEATING & AC INC.	1/27/2022	\$ 2,601.00	HVAC Equipment Maintenance - O	6200	\$ 526.00	0000001293
14860257	AIR CRAFTS HEATING & AC INC.	1/27/2022	\$ 2,601.00	HVAC Equipment Maintenance - O	6200	\$ 2,075.00	0000001293
14860258	BAY ALARM	1/27/2022	\$ 688.05	Fire Alarm System - Oceanside	6200	\$ 688.05	0000001340
14860259	CALIFORNIA CHARTER SCHOOL ASSN	1/27/2022	\$ 5,810.00	Annual Membership CCSA	6200	\$ 5,810.00	0000001325
14860260	SOUTH COUNTY PEST CONTROL, INC	1/27/2022	\$ 280.00	Pest Control Services	6200	\$ 280.00	0000001367
14860261	EASTERN MUNICIPAL WATER DIST	1/27/2022	\$ 262.55	Water Utilities - Moreno Valle	6200	\$ 262.55	0000001351
14860262	MISSION FEDERAL CREDIT UNION	1/27/2022	\$ 3,095.65	Lease Web	6200	\$ 80.37	0000001439
14860262	MISSION FEDERAL CREDIT UNION	1/27/2022	\$ 3,095.65	Postage Services - MV Stamps.c	6200	\$ 24.99	0000001374
14860262	MISSION FEDERAL CREDIT UNION	1/27/2022	\$ 3,095.65	Sports supplies	6200	\$ 204.53	0000001451
14860262	MISSION FEDERAL CREDIT UNION	1/27/2022	\$ 3,095.65	Facebook Ads	6200	\$ 795.84	0000001314
14860262	MISSION FEDERAL CREDIT UNION	1/27/2022	\$ 3,095.65	Attorney YMC - Trainings	6200	\$ 150.00	0000001395
14860262	MISSION FEDERAL CREDIT UNION	1/27/2022	\$ 3,095.65	Mission Federal - Instruction	6200	\$ 189.79	0000001386
14860262	MISSION FEDERAL CREDIT UNION	1/27/2022	\$ 3,095.65	Postage - Admin MV	6200	\$ 78.00	0000001374
14860262	MISSION FEDERAL CREDIT UNION	1/27/2022	\$ 3,095.65	Postage - Students MV	6200	\$ 222.00	0000001374
14860262	MISSION FEDERAL CREDIT UNION	1/27/2022	\$ 3,095.65	Postage - Admin Oceanside	6200	\$ 17.90	0000001373
14860262	MISSION FEDERAL CREDIT UNION	1/27/2022	\$ 3,095.65	Postage- Student	6200	\$ 14.76	0000001373
14860262	MISSION FEDERAL CREDIT UNION	1/27/2022	\$ 3,095.65	Postage Services - Satmps.com	6200	\$ 24.99	0000001373
14860262	MISSION FEDERAL CREDIT UNION	1/27/2022	\$ 3,095.65	Postage Supplies - Oceanside s	6200	\$ 54.86	0000001373
14860262	MISSION FEDERAL CREDIT UNION	1/27/2022	\$ 3,095.65	Off-site Storage	6200	\$ 394.98	0000001362
14860262	MISSION FEDERAL CREDIT UNION	1/27/2022	\$ 3,095.65	Google Adworks	6200	\$ 842.64	0000001315
14860263	OFFICE DEPOT	1/27/2022	\$ 55.51	Office Supplies - OCEANSIDE CA	6200	\$ 8.58	0000001376
14860263	OFFICE DEPOT	1/27/2022	\$ 55.51	Office Depot - Student Supplie	6200	\$ 46.93	0000001385

Board Warrant Report
January, 2022

Warrant ID	Name	Payment Date	Total Warrant Amount	Description	Fund	Invoice Fund Amount	PO No.
14861196	Citi Cards	1/31/2022	\$ 3,213.27	Citibank - Child Nutrition and	6200	\$ 1,738.89	0000001387
14861196	Citi Cards	1/31/2022	\$ 3,213.27	Admin Supplies - Costco - More	6200	\$ 5.65	0000001305
14861196	Citi Cards	1/31/2022	\$ 3,213.27	Admin - Costco Supplies - Ocea	6200	\$ 37.01	0000001304
14861196	Citi Cards	1/31/2022	\$ 3,213.27	Auto expenses - Gas, Maintenanc	6200	\$ 339.29	0000001303
14861196	Citi Cards	1/31/2022	\$ 3,213.27	Citibank - Costco Student Supp	6200	\$ 241.78	0000001407
14861196	Citi Cards	1/31/2022	\$ 3,213.27	Janitorial Services - Oceansid	6200	\$ 721.61	0000001346
14861196	Citi Cards	1/31/2022	\$ 3,213.27	Rental Vehicles - Sports Team	6200	\$ 129.04	0000001461
14861197	Pediatric Therapy Services, LLC	1/31/2022	\$ 4,492.00	Stepping Stones - Sped Teacher	6200	\$ 4,492.00	0000001400
14861198	PALOMAR FAMILY COUNSELING	1/31/2022	\$ 8,797.50	Palomar Family Counseling	6200	\$ 4,772.50	0000001443
14861198	PALOMAR FAMILY COUNSELING	1/31/2022	\$ 8,797.50	Palomar Family Counseling	6200	\$ 4,025.00	0000001443

8.3

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

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Pacific View Charter School	Erin Gorence, Director of Curriculum	egorence@pacificview.org 760-757-0161

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

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

Parents, students and teachers play an active role in the daily activities at Pacific View Charter School. Parents attend the weekly (or bi-weekly) meetings with their student and supervisory teacher to track student progress through courses and towards graduation. This is also a time for parents and students to share input on the activities and services in place at the school and to make suggestions on new programs and plans. Teachers are directed to seek parent input in the functions of the school when parents do not voice them directly. In addition, mid-year surveys are conducted at winter break to solicit more information from parents, student and staff on how best to service students and to suggest new ideas as well as to provide feedback on actions and services currently in place.

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

Pacific View Charter School received \$\$286,178 in funds and has hired an EL Teacher to provide Designated ELD instruction and service EL students, which accounts for \$98,352. Hubble Hot Spots were purchased in the amount of \$3,838.47 to provide remote internet access for low income students. English 3D and Educeri Curriculum were also purchased to provide curriculum materials for the Designated ELD course in the amount of \$1,744.73. The school continues to search for Instructional Aides to supplement the staff already hired to provide additional services to low income, homeless and EL students. Future funds will be spent on these salaries when and if the school is able to hire, but currently the school has been unable to fill these positions, they continue to be posted on edjoin.

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

PVCS did not take these funds.

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

PVCS did not take these funds.

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

As a focus of the current LCAP (which can be accessed [HERE](#)) was on improving outcomes for unduplicated students, particularly English Language Learners, the additional concentration grant funds were aligned to the outcomes already identified in the LCAP. The additional funding did allow for plans to add additional staff that were not previously planned for. The continued pandemic and associated student trauma also led the school to consider an increase in social and emotional supports for students. The school continues to meet regularly to evaluate the progress towards meeting the annual goals outlined in the current LCAP and to ensure that the actions and services are in alignment with the ability to meet said goals. Pacific View Charter School did not take any of the federal funds that were available this year as the requirements of these funding sources did not align to the independent study program at Pacific View.

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

For additional questions or technical assistance related to the completion of the Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan (LCAP), please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction

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

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);
 - Can refer to other plans, but define the plan and give a location on the website where it can be found and page numbers where found
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
 - Must provide a an update on the implementation of the LCAP
 - All available mid-year outcome data related to the metrics for each goal
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

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

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

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

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

Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

California Department of Education
November 2021

LCAP Supplement - Mid-Year Budget, Outcome Data, and Related Metrics Winter 2021

Goal 1

Goal #	Description
1	All students will graduate from Pacific View with a post-graduation plan for entrance into colleges, universities, trade schools or the workforce, depending on their individual goals.

An explanation of why the LEA has developed this goal.

Pacific View predominantly serves a high risk population of students who have had significant barriers to graduation. Specific actions and services need to be implemented in order to prepare students for life beyond high school.

Measuring and Reporting Results

Metric	Baseline	Mid-Year 1 Outcome	Desired Outcome for 2023–24
Increase percentage of students entering community college	51/112 (45%) of the 2020 graduates enrolled in community college	This cannot be calculated until end of school year 2022. However, it is expected that 145 students will graduate in the spring of 2022 a 21% increase from previous years.	60% of graduates will enroll in community college
Credit deficient students will increase the number of credits completed each semester	Develop a process for collecting data on the number of credits completed each year by credit deficient students and collect data to establish a baseline	Data collection has begun. Supervisory Teachers record data on spreadsheet for students each semester. Baseline targets will be	75% of credit deficient students will earn a years worth of credits during a years worth of instruction at PVCS

		developed at the end of school year 2022	
Decrease number of cohorted high school students who become credit deficient	14% of credit deficient students are cohorted from the 9-12th grade	Data will be collected at end of year 2022	7% of credit deficient students are in the 4 year cohort
Graduates will develop a clear post-graduation plan	78% of students report having a clear plan for graduation	Mid-Year Survey Results: 52% of students report having a clear plan for graduation.	100% of graduating students will have a clearly defined graduation plan
Increase graduation rate as measured through the Dashboard Graduation Rate indicator	56% of students graduate as measured by the graduation rate indicator	Dashboard has been suspended for 2021, will be able to see data in 2022	75% of student graduate as measured by the graduation rate indicator
English Learners will be appropriately placed in ELD	Develop ELD course and develop process for tracking EL placement	ELD course has been developed and students have been enrolled. Work continues to develop plan for tracking EL placement and provide services for those not enrolled in ELD.	95% of all EL students will be appropriately placed in ELD
Increase in Reclassification Rates for continuously enrolled students (2 or more years in the school)	17% of continuously enrolled students were reclassified in the 19/20 school year. 100% of students who reclassified were continuously enrolled.	Data will be evaluated when released at end of school year 2022.	
FAFSA completions rates will increase	33% of graduating students have completed FAFSA	25 completed (14% as of 1.6.22)	50% of graduating students will complete the FAFSA
Maintain student access to a broad course of study	100% of high school students have access to broad course	100% of high school students have access to broad course of	100% of high school students have access to

including the full A-G required suite of courses	of study and all required A-G courses	study and all required A-G courses	broad course of study and all required A-G courses
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Actions and Services Related to Goal #1

Action #	Title	Description	Mid- Year Update	Total Funds Allocated	Contributing	Mid-Year Funds Spent
1	Grade Level by Credits	Change the way student grade levels are awarded from age to credits earned and monitor how this change influences the behavior of students, especially those who are credit deficient	This was completed for all Track 1 and Track 2 students. 2 students petitioned for grade changes at the semester.	44,070	Y	\$8,364
2	DASS Status and Graduation Rate	Monitor how DASS status affects graduation rates for students	TBD	25,940	Y	\$12,986
	Identify & Intervene Credit Deficient Students	The school counselor will identify students who are credit deficient, tag them in the SIS so all teachers are aware and schedule meetings with families to make a plan for remediation	Data is currently being collected	10,162	Y	\$5,018
4	Graduation Plan Update and Training	Revise and rename Learning Planners for high school students to Graduation Planners. Train teachers on how to use the plan and to communicate with families.	This has been completed	13,128	N	\$6,064

5	Track Data on SSTs	Track the data on SST meetings: credit recovery, continued enrollment	Data tracking is ongoing. Currently there are significantly more SSTs being scheduled than in previous years.	5,280	N	\$2,564
6	Tracking of 4 year cohorts	Begin to track progress towards graduation for students enrolled from the beginning of 9th grade	School counselor has tagged the students as cohorts so data can be tracked	17,325	N	\$1,407
7	Credit Completion Tracking	Develop system for tracking credits earned for HS school students to ensure that students are making gains in the high school program and are completing requirements for graduation	Data was collected. Leadership is in the process of analyzing data to determine how to use.	26,700	N	\$14,100
8	Develop Graduation Pathway Planning Schoology Course	Create a place in Schoology where all graduation activities will be tracked for each individual student from 9th to 12th grade.	Completed. All students are assigned a Grad Pathways course in Schoology	39,257	N	\$43,590
9	Expand College and Career presentations	Partner with local community colleges to increase outreach to PVCS students by hosting presentations twice a year.	2 virtual presentations and 4 in person.	6.226	N	\$0
10	Career Fair	Host career fair for students	In progress	31,140	Y	\$0
11	Expand college field trips	Take students on two field trips for each school site	Not completed due to colleges discontinuing field trips because of Covid	4,525	Y	\$0

12	Virtual Career Presentations	Continue to offer virtual career presentations through Schoology	Two completely virtual presentations, and the 4 in-person presentations allowed students to access virtually as well	2,625	Y	\$1,686
13	Financial Aid	School counselor will continue to offer financial aid meetings individually for families. Bilingual staff will conduct meetings to ensure access to Spanish speaking families	Feb 1, 2022. 26 students have completed FAFSA	10,037	Y	\$8,364
14	Add additional career exploration electives	Add 27 courses through Edgenuity to encourage students to expand knowledge of career opportunities while earning elective credit.	All courses were added	27,125	N	\$30,875
15	Translation services	Information regarding post-graduation options will be provided to families in English and Spanish to ensure access for all families.	Completed and ongoing	6,250	Y	\$7,270
16	Revise Exit Course	Teachers will enroll students in the Exit course at the beginning of senior year. Students will begin graduation plan through survey, assignments and meeting with counselor	Not completed yet	41,217	N	\$18,130
17	Exit Course Survey Analysis	School counselor will tailor career presentations based on data from initial Exit Course Survey	Not completed yet	5,626	N	\$844

18	Teacher Training on Exit Course	High school teachers will receive training on new Exit Course/Graduation Plans for graduating students.	Not completed yet	40,757	N	\$0
19	Resume Writing Workshops	Host resume writing workshop in spring and summer.	Will be completed this spring	1,044	N	\$225
20	Course Options	Continue to ensure that all students have access to standards aligned curriculum including the full A-G suite of courses.	All students have access to standards aligned curriculum	261,065	N	\$63,000
21	ELL instructional strategies training	All teaching staff will be trained in teaching strategies to support language development for ELL students and how to best prepare students for the ELPAC exam.	Professional Development will continue to be researched in the 2021/2022 school year and implemented in the 2022/2023	63,643	Y	\$22,852
22	ELD Curriculum	Purchase curriculum to support designated ELD course for high school students	Curriculum was purchased	5,000	Y	\$6,000
23	Hire ELD teaching staff	Hire a teacher who will be dedicated to instruction of ELD students, teach a designated ELD course and support the growth of programs and services for EL students.	Teacher was hired	136,834	Y	\$49,176
24	Provide designated ELD instruction for students.	Offer a designated ELD course for English Language Learners	Designated ELD has been offered since the beginning of the school year	17,900	Y	\$10,321

25	Parent participation	Continue to promote parent participation in the weekly meetings, schoolwide events and meetings with the school counselor.	Yes and ongoing.	23,560	N	\$9,361
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Goal 2

Goal #	Description
2	Increase student achievement in Math and ELA for students receiving intervention to build deficient skills.

An explanation of why the LEA has developed this goal.

Students often arrive at Pacific View after being unsuccessful at another school, especially in high school. Students need additional support to remediate deficiencies in math and ELA in order to master content and to be able to graduate college and career ready.

Measuring and Reporting Results

Metric	Baseline	Mid- Year 1 Outcome	Desired Outcome for 2023–24
Students will be placed in appropriate interventions for ELA and Math	70% of students are appropriately placed	Middle school and high school math students are appropriately placed in intervention courses. High school students needing reading intervention have the option of taking onsite reading intervention and ELD for English Language learners. Two new courses were started this year. However, it was determined that the increase in virtual only students requires an online only version of the class. The school will be piloting a virtual reading intervention in the Spring to support additional	95% of students are appropriately placed

		intervention students. Percentages will be collected at the end of the year.	
Metric for Local Assessment	As the school is changing local assessments, a baseline and desired outcome will be developed next year with implementation of new assessment	NWEA testing has been implemented with students in grades 3-12 taking a fall test. Students in grades 3-8 and high school students in reading and math intervention also completed a winter test. The school will develop a measurement of progress (most likely related to the Conditional Growth Index) at the end of the school year.	
Continue to increase number of high school students taking Math 3 and above prior to graduation	76 students took at least 1 semester of Math 3 during the 20/21 school year	So far only 20 students have taken Math 3. Due to the reduced math requirements from AB 104, there were not enough students to hold the class in session 3. The class will be offered in sessions 4 and 5, but it is unlikely that this goal will be met this year.	150 students will take at least 1 semester of Math 3 during the school year
Students in grades 6-8 who are continuously enrolled will increase in SBAC scaled scores	Average Scaled Score for 18/19: -Grade 8: 2514 -Grade 7: 2480 -Grade 6: 2488	Will be evaluated after students complete the SBAC test in the Spring 2022	Increased scores by 50 points
Scaled Score increase on Math SBAC for grade 11 students	18/19 Average Scale Score 2484	Will be evaluated after students complete the SBAC test in the Spring 2022	Increase scores by 100 points
Scaled Score increase on ELA SBAC for grade 11 students	18/19 Average Scale Score 2550	Will be evaluated after students complete the SBAC test in the Spring 2022	Increase scores by 100 points

Actions and Services Related to Goal #2

Acti on #	Title	Description	Mid- Year Update	Total Funds	Contr ibutin g	Mid-Year Funds Spent
1	Credentialed Teachers	Continue to hire only fully credentialed teachers and assign them appropriately.	The school continues to hire only appropriately assigned credentialed teachers	2,276,341	N	\$1,565,568
2	Course Placement Training	Train teachers on appropriate course placement, with an emphasis on math course placement	Completed. Will be revisited in summer	113,952	N	\$53,976
3	Reading Intervention	Revise and implement high school Reading Intervention course for struggling readers	Reading intervention was revamped for this year	230,000	Y	\$108,933
4	Possible Reading Intervention Independent Study	Explore independent study reading intervention course for high school	Currently piloting MyPath program with all high school teaching staff	12,809	Y	\$5,046
5	Middle School Intervention	Develop schedule for middle school that includes a period for reading intervention and a period for math intervention	Schedule was developed	471,726	N	\$235,613
6	K8 Reading Program	Develop and implement a reading program for K8 home study and classroom students	K8 PLC is still in the planning stages.	24,000	N	\$6,200
7	Co-Teaching Inclusion Model	Middle school students with special needs will receive services in ELA and math through co-teaching, allowing them to	This has been happening for the entire school year	748,032	N	\$388,121

		remain in the LRE, while still receiving targeted intervention and instruction.				
8	Diagnostic Assessment	Purchase new diagnostic assessment, train teachers on use, implement schoolwide and develop baseline and growth criteria in reading and math	NWEA was purchased and implemented	11,000	N	\$12,043
9	Spiral Math Courses	PLCs will continue to align and spiral high school math curriculum	Ongoing	4,800	N	\$2,964
10	SBAC Practice Sessions	Implement math review sessions prior to SBAC for high school students	Will be conducted in Spring	21,080	N	\$980
11	Credit Deficient Math	Require math credit deficient students to take math courses in grades 10-11. Tracked through graduation planners.	Not implemented fully	72,002	Y	\$28,436
12	Home Study Student Tutoring	Provide tutoring for home study only students.	2 instructional aides provide virtual only tutoring	65,282	N	\$34,641
13	Plan for addressing learning loss K8.	K8 team will develop and deliver learning packets for summer for students enrolled in home study and the middle school classes to help mitigate learning loss and prepare students for the next school year.	This was completed in summer	2,000	Y	\$652
14	Instructional Coaching/Fram ework	Continue teacher coaching and schoolwide implementation of the PVCS Instructional Framework	Ongoing	190,324	N	\$94,412
15	Hotspots	Increase the number of hot spots available to students for check out	Current inventory is sufficient and no new	64,410	Y	\$0

			hotspots have been purchased so far this year			
16	Chromebooks	Continue to provide Chromebooks for all students in grades 6-12 and any student K-5 who needs one	Current inventory is sufficient and no new Chromebooks have been purchased so far this year	158,269	Y	\$0

Goal 3

Goal #	Description
3	Expand and improve resources and services to students and parents to provide a sense of safety, school connectedness, and to support students' social emotional wellness.

An explanation of why the LEA has developed this goal.

Pacific View Charter School students have experienced an increase in academic challenges due to Covid, campus closure, and a distance learning-only model of instruction. Additional supports are needed to support students' social and emotional health in order for them to be successful academically.

Measuring and Reporting Results

Metric	Baseline	Mid- Year 1 Outcome	Desired Outcome for 2023–24
Maintain low suspension rate	3.3% in 2019/20 (data from 20/21 does not accurately reflect regular school years)	Mid-Year Rate: 1.18% The school attributes suspensions to an increase in behavior issues as students return to the classroom after extended time away due to covid. In alignment, referrals to counseling have	Suspensions remain at or below 3%

		increased and student support services have increased (see below).	
Maintain 97% attendance rate	97-98% for 2021 school year	Rate 98.86% for Fall (July 1-Dec 17, 2021)	97%-98% attendance rate
Students report that they feel safe at school as measured by student survey	76% of students report that they feel safe at school	Mid Year Survey results: 80% of responding students report that they feel safe at school. 17% reported feeling neutral and only 3% disagreed.	95-100% of students report that they feel safe at school as measured through student surveys.
All Students will have access to schoolwide SEL Support Program	Students have access to restorative practices, counseling and support but there is not a schoolwide implementation of SEL.	<p>The school continues to develop SEL supports including:</p> <ul style="list-style-type: none"> -Celebrating Diversity monthly focus to provide a more inclusive environment -Development of PVC Connect Course which will house activities for all students in one location -Student volunteer program during middle school lunch -Reestablishment of clubs in middle and high school -Extra social/emotional counselor added 1 day/week -Plans for developing more parent involvement will be the focus of the Spring 	100% of students will have access to SEL programs including staff development, student participation and SEL-based curriculum and lessons.

Actions and Services Related to Goal #3

Action #	Title	Description	Mid-Year Progress	Total Funds	Contributing	Mid-Year Funds Spent
1	Alternative to Suspension	Develop an Alternative to Suspension Program through the restorative alliance. This program would allow students to stay on campus and not be sent home in the case of rule violation.	Research still in progress, not developed to date	728,557	Y	\$208,557
2	Alternative Discipline	Implement alternative methods of discipline including - in-school reflection (learning activities related to offense, separation from class, volunteer activities, counseling)	PD provided to teachers at the start of the 2021/2022 school year on Restorative circles in the classroom. Restorative Alliance committee re-convened in the 2021/2022 school year to refine school wide behavior management using restorative practices. Committee will attend a Professional Development in March on alternatives to suspension.	381,778	Y	\$107,952
3	PD for Behavior/Restorative Practices	Professional development for staff to intervene and manage difficult behavior in the classroom	Restorative practices training was completed at the beginning of school year for all teaching staff	20,431	Y	\$9,154

4	BIPs	IEP team will determine if additional behavior supports are needed in the form of behavior intervention plans for current and enrolling students and plans will be developed for students demonstrating need for increased behavior support	Behavior intervention plans have been implemented for students who need them. Ongoing	50,947	N	\$35,947
5	Plan for tracking student retention	Develop and implement a plan for tracking retention rates of students from 9th grade to graduation and from middle school to high school	Students are tagged in Pathways as cohort students. This will allow school to pull data just for this group	6,124	N	\$2,562
6	SEL School Wide Research	Begin research on the development of a SEL Schoolwide Program, including: PD for Teachers; Social and emotional support; SEL Curriculum and training for all teaching staff	Ongoing	28,726	Y	\$10,613
7	SEL Staff Training	Conduct PD for staff on how to infuse SEL into work environment	This has not been completed to date	31,662	Y	\$7,906
8	SEL Student Support	Implement SEL program for students through staff training and purchase of new curriculum	Students have received increased in SEL support through addition of new counselor, staff training.	26,726	Y	\$15,541
9	Counseling	Expand counseling services from part time to full time and to include Moreno Valley Campus	Full time counselor, plus intern have been hired. MV receives counseling services virtually	71,456	Y	\$27,726
10	Interquest	Reinstate monthly Interquest Canine Detection Dogs program	Has been reinstated	1,800	N	\$960

11	Security Guard	Reinstate campus security guard	Has been reinstated	54,000	N	\$17,170
12	Therapy Dogs	Expand therapy dog program: Bring out therapy dogs during lunches, break times and to assist students when they are having social/emotional difficulty. Increase frequency of therapy dog meetings to encourage participation	Therapy dogs have been attending lunches and have been assisting struggling students. Therapy dog meeting will be coming.	8,850	N	\$3,925
13	Therapeutic Program for Students in Special Education	Begin research on requirements for implementation of a therapeutic program	Research is ongoing	22,200	N	\$9,136
14	School Spirit	Bring back college and school spirit days on campus	Fully implemented	74,004	N	\$38,912
15	Safety Apps	Safety Committee will look into school safety monitoring tools/apps	Technology Technician is currently researching safety apps and ID systems for possible implementation	13,689	N	\$3,282
16	Students on Campus	Revise check in and check out procedures for for students	Has been revised. Wristbands are now used to monitor sign in/out system	18,741	N	\$9,239
17	Facilities	Maintain safe and secure facilities through frequent monitoring of facilities need and upkeep	Ongoing	1,201,516	N	\$400,186

8.4

PACIFIC VIEW CHARTER SCHOOL

BOARD OF TRUSTEES' MEETING

February 15, 2022

2021/2022 SECOND INTERIM REPORT

Legislation outlined in Education Code Section 47604.33 requires Charter Schools to report their financial statements four times a year to their Sponsoring District, County Office of Education, and the California Department of Education. The financial reporting includes Budget Adoption, First Interim, Second Interim and Unaudited Actuals. The enclosed financial reports provide an update and detail of the School's 2021/22 financial status, Second Interim 2021/22 Budget and projections for two subsequent fiscal years. The 2021/22 Budget will require the Board's review and action.

The Second Interim 2021/22 Budget includes the following items:

- ✓ 2021/22 Multi-year Projection and Assumptions
- ✓ 2021/22 Local Control Funding Formula Summary
- ✓ 2021/22 School Services Dartboard
- ✓ 2021/22 First Interim Certification Form

California Department of Education created the LCFF calculator. LCFF base funding, supplemental and concentration grants are calculated using CDE's Second Interim model. SSC Dartboard reflect the per student formula. PVCS continues to project conservative enrollment for the current and two following school years. Enrollment and other financial data will be updated at Second Interim.

	K-3	4-6	7-8	9-12
LCFF Base Grant	\$8,935	\$8,215	\$8,458	\$10,057
Supplemental Grants	20%	20%	20%	20%
Concentration Grants	50%	50%	50%	50%

First Interim Budget Enrollment and Average Daily Attendance (A.D.A)

	2021/22	2022/23	2023/24
Enrollment	597	627	657
A.D.A	678.26	717.57	751.89
A.D.A. Ratio	1.14%	1.14%	1.14%

The spreadsheet below reflects all changes that have taken place since the First Interim Budget was approved.

Revenue Budget Line Item	Description	Amount
62-00-0000-0000-8011	LCFF	\$32,509.00
62-00-1400-0000-8012	EPA	\$-31,798.00
62-00-6266-0000-8590	Educator Effectiveness Grant	\$109,890.00
62-00-7425-0000-8590	Early Learning Opportunity	\$33,922.00
62-00-0000-0000-8660	Interest	\$7,784.00
62-00-0000-0000-8699	IRS Refund Cobra Prem Asst. COVID	\$21,158.01
62-00-0000-0000-8550	Mandated Block Grand	\$3,552.99

TOTAL Revenue		\$177,018.00
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Expenditure Budget Line Item	Description	Amount
62-00-0000-0000-0000-2300	Dir. Central Office & Finance- Vaca Payout	\$6,085.00
62-00-0000-0000-0000-2400	HR&Bus Svc Coordinator- Vaca Payout	\$1,933.00
62-00-0000-0000-0000-1300	Executive Director- Vaca Payout	\$6,695.00

Total Expenditure Increase		\$14,713.00
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**PACIFIC VIEW CHARTER SCHOOL
MULTI-YEAR PROJECTION
2021-2024 Second Interim Budget**

ENTERPRISE FUND		2021-22 First Interim Budget	2021-22 Second Interim Budget	2022-2023 Projected Budget	2023-2024 Projected Budget
A. REVENUES					
1) Revenue Limit Sources	8010-8099	9,116,748	9,117,459	9,268,238	10,012,505
2) Other Federal Revenues	8100-8299		0	0	0
3) Other State Revenues	8300-8599	886,214	1,034,518	827,455	727,565
4) Other Local Revenues	8600-8799	232,248	260,251	10,000	10,000
5) TOTAL REVENUES		10,235,210	10,412,228	10,105,693	10,750,070
B. EXPENDITURES					
1) Certificated Salaries	1000-1999	3,603,866	3,610,248	3,718,555	3,830,112
2) Classified Salaries	2000-2999	1,165,394	1,172,691	1,207,872	1,244,108
3) Employee Fringes	3000-3999	1,764,001	1,765,035	1,925,183	1,995,380
4) Books, Supplies, Non-Capital Equip	4000-4999	474,670	474,671	488,911	503,578
5) Services, Other Operating Exp	5000-5999	3,128,879	3,128,879	2,201,800	2,267,854
7) Other Outgo	7100-7299	0	0	0	0
8) Direct Support/Indirect Costs	7300-7399	0	0	0	0
9) TOTAL EXPENDITURES		10,136,810	10,151,523	9,542,321	9,841,032
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES & USES		98,400	260,705	563,372	909,038
D. Other Financing Sources/Uses					
1) Interfund Transfers In - 8919					
2) Interfund Transfers Out - 7619					
E. Net Increase(Decrease) in Fund Balance		98,400	260,705	563,372	909,038
F. FUND BALANCE, RESERVES					
1) Fund 62/62-01 Beginning Balance/July 1		7,405,419	7,405,419	7,666,124	8,229,496
2) Ending Balance		7,503,819	7,666,124	8,229,496	9,138,533
Components of Fund Balance					
Restricted for Econ Uncert.		304,104	304,546	286,270	295,231
Restricted for Special Purposes		7,199,715	7,361,578	7,943,226	8,843,302
Undesignated		0	0	0	0
Total Components of Fund Balance		7,503,819	7,666,124	8,229,496	9,138,533

**PACIFIC VIEW CHARTER SCHOOL
MULTI-YEAR PROJECTION
2021-2024 Second Interim Budget**

		2021-22 First Interim	2021-22 Second Interim	2022-2023 Projected Budget	2023-2024 Projected Budget
Designated for Economic Uncertainty	9770-000	304,104	304,546	286,270	295,231
TOTAL		304,104	304,546	286,270	295,231
Revolving Cash Reserve	9711-000	700	700	700	700
Deferred Maintenance Reserve	9780-009			50,000	50,000
Laptops/Laptop Cart Replacements	9780-008				
Payroll/Facilities Reserve	9780-007		150,000	150,000	150,000
Land/Bldg/Deprec/Growth	9780-000	6,972,982	6,984,845	7,416,493	8,316,569
Long Term Debt Reserve (Building)	9780-012	217,571	217,571	217,571	217,571
Long Term Debt Reserve (Automobile)	9780-013	8,462	8,462	8,462	8,462
Unfunded Pension Reserve				100,000	100,000
TOTAL		7,199,715	7,361,578	7,943,226	8,843,302
Undesignated	9790-000	(0)	0	(0)	0
TOTAL		(0)	0	(0)	0
TOTAL RESERVES		7,503,819	7,666,124	8,229,496	9,138,533

**PACIFIC VIEW CHARTER SCHOOL
MULTI-YEAR PROJECTION
2021-2024 Second Interim Budget**

	2021-22 PROJECTED	2022-2023 PROJECTED	2023-2024 PROJECTED
<u>REVENUE</u>			
1. COLA	5.07%	2.48%	3.11%
2. LOTTERY	\$163.00	\$163.00	\$163.00
3. ENROLLMENT ESTIMATES			
Totals	597	627	657
4. ENROLLMENT INCREASE(DECREASE)	0	30	30
5. REVENUE LIMIT ADA	678.26	717.57	751.89
<u>EXPENDITURES</u>			
1. FRINGE BENEFIT RATES			
STRS State Teachers Retirement System	16.92%	19.100%	19.10%
PERS Public Employee Retirement System	22.910%	26.100%	27.100%
Social Security	6.20%	6.20%	6.20%
Medicare	1.45%	1.45%	1.45%
SUI State Unemployment Insurance/ 09/10 .30%	1.10%	1.10%	1.10%
Workers Compensation/09/10 1.80%	1.89%	1.89%	1.89%
Health Insurance cost per year	\$ 562,056	\$ 578,917	\$ 596,285
Books and Supplies/Other Operating Services	5%	3%	3%

**PACIFIC VIEW CHARTER SCHOOL
MULTI-YEAR PROJECTION
2021-2024 Second Interim Budget**

REVENUES	2021-22	2022-23	2023-24
<i>Total Student Enrollment</i>	<i>597</i>	<i>627</i>	<i>657</i>
<i>Total Student ADA</i>	<i>678.26</i>	<i>717.57</i>	<i>751.89</i>
Student ADA - MS - Grade K-3	30.50	32.56	35.01
Student ADA - MS - Grade 4-6	43.76	44.12	49.98
Student ADA - MS - Grade 7-8	65.64	68.78	73.69
Student ADA - HS - Grade 9-12	538.36	572.11	593.21
Revenue Limit Sources			
0000-000 8011 LCFF Base Funding	2,532,167	3,055,556	3,430,518
0000-000-8011-001 LCFF Base Funding Prior Year	1,026,508	0	0
0000-500-8011 Supplemental & Concentration Grants	1,265,404	1,907,528	2,070,925
1400-000-8012 Education Protection Account	1,456,373	1,692,218	1,898,126
0000-000-8096 In lieu of Property Taxes-Included in Prin Appor	2,612,936	2,612,936	2,612,936
0000-000-8096 PY In lieu Property Tax	224,071	0	0
TOTALS	9,117,459	9,268,238	10,012,505
Other State Revenues			
6500-5001-8792 Special Education	496,192	496,192	496,192
6500-5001-8792 PY Special Education	128,935		
3310-5001-8181 IDEA	78,750	78,750	78,750
3310-5001-8181001 PY IDEA	4,714		
1100-000-8560 State Lottery - CY Unrestricted	113,535	113,535	113,535
6300-000-8560 State Lottery - CY Restricted	37,088	37,088	37,088
Various-8590 Star Testing Revenue	2,000	2,000	2,000
Early Learning Opportunity Funds	33,922		0
Educator Effectiveness Grant Funds	109,890	99,890	
0000-000-8550 Mandated Block Grant	29,492	0	0
TOTALS	1,034,518	827,455	727,565
Other Local Revenues			
0000-000-8660 Interest	15,942	8,000	8,000
0000-000-8699 All other local revenue	22,399	2,000	2,000
CSFA-ASAP Bridge Loan	221,911		
TOTALS	260,251	10,000	10,000
TOTAL REVENUE	\$10,412,228	\$10,105,693	\$10,750,070

**PACIFIC VIEW CHARTER SCHOOL
MULTI-YEAR PROJECTION
2021-2024 Second Interim Budget**

EXPENDITURES		2021-22	2022-2023	2023-2024
<i>Certificated Salaries</i>				
1000-1999		3,610,248	3,718,555	3,830,112
<i>Classified Salaries</i>				
2000-2999		1,172,691	1,207,872	1,244,108
<i>Employee Fringes</i>				
3111/3211 STRS		619,127	710,244	731,551
3212 PERS		258,562	315,255	337,153
3311/3312 Social Security		76,520	74,888	77,135
3321/3322 Medicare		71,273	71,433	73,576
3401/3402 Health & Welfare Benefits		562,056	578,917	596,285
3501/3502 Unemployment Insurance		78,968	81,337	83,777
3601/3602 Workman's Compensation Ins.		98,529	93,109	95,903
TOTALS		1,765,035	1,925,183	1,995,380
<i>Books and Supplies</i>				
4000-4999		474,671	488,911	503,578
<i>Services, Other Operating Expense</i>				
5000-5999		3,128,879	2,201,800	2,267,854
conferences, mileage, dues & memberships, insurance, gas & electricity, irrigation, trash, pest control, contracted				
cleaning services, leases, maintenance agreements, grounds & repairs, equipment leases, bank expenses,				
contracted services, bottled water, employment services, security services, charter buses, software licensing,				
print shop services, SDCOE systems, oversight fee, payroll services, legal expenses, advertising, telephones &				
cell phones, postage, internet costs				
<i>Other Outgo</i>		0	0	0
<i>Direct Support/Indirect Costs</i>		0	0	0
TOTAL EXPENDITURES		\$10,151,523	\$9,542,321	\$9,841,032

Pacific View Charter (3731221) - 2021-22 Second Interim Report					
	2021-22	2022-23	2023-24	2024-25	
SUMMARY OF FUNDING					
General Assumptions					
COLA & Augmentation	5.07%	5.33%	3.11%	3.54%	
Base Grant Proration Factor	0.00%	0.00%	0.00%	0.00%	
Add-on, ERT & MSA Proration Factor	0.00%	0.00%	0.00%	0.00%	
LCFF Entitlement					
Base Grant	\$6,438,513	\$7,178,536	\$7,745,261	\$8,316,395	
Grade Span Adjustment	162,963	182,174	196,319	210,917	
Supplemental Grant	853,043	1,079,816	1,177,895	1,238,166	
Concentration Grant	412,361	827,712	893,030	958,895	
Add-ons: Targeted Instructional Improvement Block Grant	-	-	-	-	
Add-ons: Home-to-School Transportation	-	-	-	-	
Add-ons: Small School District Bus Replacement Program	-	-	-	-	
Total LCFF Entitlement Before Adjustments, ERT & Additional State Aid	\$7,866,880	\$9,268,238	\$10,012,505	\$10,724,373	
Miscellaneous Adjustments	-	-	-	-	
Economic Recovery Target	-	-	-	-	
Additional State Aid	-	-	-	-	
Total LCFF Entitlement	7,866,880	9,268,238	10,012,505	10,724,373	
LCFF Entitlement Per ADA	\$ 11,599	\$ 12,916	\$ 13,316	\$ 13,740	
Components of LCFF By Object Code					
State Aid (Object Code 8011)	\$ 3,797,571	\$ 4,963,084	\$ 5,501,443	\$ 6,041,542	
EPA (for LCFF Calculation purposes)	\$ 1,456,373	\$ 1,692,218	\$ 1,898,126	\$ 2,069,895	
<i>Local Revenue Sources:</i>					
Property Taxes (Object 8021 to 8089)	\$ -	\$ -	\$ -	\$ -	
In-Lieu of Property Taxes (Object Code 8096)	2,612,936	2,612,936	2,612,936	2,612,936	
<i>Property Taxes net of In-Lieu</i>	\$ -	\$ -	\$ -	\$ -	
TOTAL FUNDING	7,866,880	9,268,238	10,012,505	10,724,373	
Basic Aid Status	\$ -	\$ -	\$ -	\$ -	
Excess Taxes	\$ -	\$ -	\$ -	\$ -	
EPA in Excess to LCFF Funding	\$ -	\$ -	\$ -	\$ -	
Total LCFF Entitlement	7,866,880	9,268,238	10,012,505	10,724,373	

SSC School District and Charter School Financial Projection Dartboard 2021–22 Enacted State Budget

This version of the School Services of California Inc. (SSC) Financial Projection Dartboard is based on the 2021–22 Enacted State Budget. We have updated the cost-of-living adjustment (COLA), Consumer Price Index (CPI), and ten-year T-bill planning factors per the latest economic forecasts. We have also updated the Local Control Funding Formula (LCFF) factors. We rely on various state agencies and outside sources in developing these factors, but we assume responsibility for them with the understanding that they are general guidelines.

LCFF PLANNING FACTORS					
Factor	2020–21	2021–22	2022–23	2023–24	2024–25
Department of Finance Statutory COLA	2.31%	1.70% ¹	2.48% ²	3.11% ²	3.54% ²
Planning COLA	0.00%	5.07% ³	2.48%	3.11%	3.54%

LCFF GRADE SPAN FACTORS FOR 2021–22				
Entitlement Factors per ADA*	K–3	4–6	7–8	9–12
2020–21 Base Grants	\$7,702	\$7,818	\$8,050	\$9,329
Mega COLA at 5.07%	\$391	\$397	\$408	\$473
2021–22 Base Grants	\$8,093	\$8,215	\$8,458	\$9,802
Grade Span Adjustment Factors	10.4%	–	–	2.6%
Grade Span Adjustment Amounts	\$842	–	–	\$255
2021–22 Adjusted Base Grants ⁴	\$8,935	\$8,215	\$8,458	\$10,057

*Average daily attendance (ADA)

OTHER PLANNING FACTORS						
Factors		2020–21	2021–22	2022–23	2023–24	2024–25
California CPI		2.40%	3.96%	2.65%	2.36%	2.51%
California Lottery	Unrestricted per ADA	\$169.72	\$163.00	\$163.00	\$163.00	\$163.00
	Restricted per ADA	\$73.63	\$65.00	\$65.00	\$65.00	\$65.00
Mandate Block Grant (District)	Grades K–8 per ADA	\$32.18	\$32.79	\$33.60	\$34.64	\$35.87
	Grades 9–12 per ADA	\$61.94	\$63.17	\$64.74	\$66.75	\$69.11
Mandate Block Grant (Charter)	Grades K–8 per ADA	\$16.86	\$17.21	\$17.64	\$18.19	\$18.83
	Grades 9–12 per ADA	\$46.87	\$47.84	\$49.03	\$50.55	\$52.34
Interest Rate for Ten-Year Treasuries		1.26%	2.14%	2.60%	2.70%	2.80%
CalSTRS Employer Rate ⁵		16.15%	16.92%	19.10%	19.10%	19.10%
CalPERS Employer Rate ⁵		20.70%	22.91%	26.10%	27.10%	27.70%
Unemployment Insurance Rate ⁶		0.05%	0.50%	0.50%	0.20%	0.20%

STATE MINIMUM RESERVE REQUIREMENTS	
Reserve Requirement	District ADA Range
The greater of 5% or \$71,000	0 to 300
The greater of 4% or \$71,000	301 to 1,000
3%	1,001 to 30,000
2%	30,001 to 400,000
1%	400,001 and higher

¹Applies to Child Nutrition, Preschool, Foster Youth, American Indian Education Centers/American Indian Early Childhood Education, and Mandate Block Grant.

²Amounts carried forward from the May Revision as they do not materially differ from COLA calculated by independent economist, and the Department of Finance has not provided updated figures.

³Amount represents the 2021–22 statutory COLA of 1.70% plus an augmentation of 1.00%, compounded with the 2020–21 unfunded statutory COLA of 2.31%.

⁴Additional funding is provided for students who are designated as eligible for free or reduced-price meals, foster youth, and English language learners. A 20% augmentation is provided for each eligible student with an additional 65% for each eligible student beyond the 55% identification rate threshold.

⁵California Public Employees' Retirement System (CalPERS) and California State Teachers' Retirement System (CalSTRS) rates in 2021–22 are final. Rates in the following years are subject to change based on determination by the respective governing boards.

⁶Unemployment rate in 2021–22 and 2022–23 are final based on the 2021 State Enacted Budget, and the subsequent years' rates are subject to actual experience of the pool and will be calculated in accordance with California Unemployment Insurance Code Section 823(b)(2)0

Pacific View Charter School
Second Interim Report
Charter Number 247
CDE Number 37-73569
Fiscal Year 2021/2022
Charter School Certification

2021/2022 Second Interim is hereby submitted to the chartering authority and the county superintendent of schools.

Signed: _____ Date: _____
Charter School Official

Printed Name: Gina Campbell, Executive Director

For additional information on the First Interim Report, please contact:

Kira Fox, Director of Central Office & Finance
760-757-0161 Ext.105
kfox@pacificview.org

8.6



PACIFIC VIEW CHARTER SCHOOL

A California Public School

3670 Ocean Ranch Boulevard • Oceanside, CA 92056 • (760) 757-0161

Comprehensive School Safety and Crisis Response Plan

Pacific View Charter School 2021-22

Revised: November, 2021
Board Approved:

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Purpose of the Crisis Response Plan

The primary objective of the Pacific View Charter School's Crisis Response Plan is to prepare our students, employees, and visitors to respond in emergency situations. Our goal in crisis response is to minimize injury and loss of life to every Pacific View Charter School student, employee, or visitor. The plan has been revised in order to make it more operational and useful when a crisis is occurring.

Legal Issues/Laws

The moral responsibility during an incident at school often lies with the individual confronted with it. In addition to your moral obligations, you also have legal duties that you will be responsible to know and carry out. These are responsibilities you took on when you became a public employee.

The codes listed below are only a sampling of laws and are abbreviated. Refer to the Education Code for more laws and the complete reading of each specific law.

California Government Code 3100

Public employees are disaster service workers, subject to such disaster service activities as may be assigned to them by their superiors or by law. Public employees include all persons employed by a public school district. The law applies to public employees in the following cases:

- 1) When a local or state emergency has been proclaimed
- 2) When a federal disaster declaration has been declared

California Government Code 8607

School districts must respond to disasters using the Standardized Emergency Management System (SEMS), of which the Incident Command System (ICS) is a part. Using SEMS also includes planning, training, and practicing drills.

California Government Code 820, 815.2

Schools have a duty to use reasonable care to protect students from known or foreseeable dangers. A school district and its employees can be held liable for failure to provide such care.

Pacific View Charter School
Statement of Acknowledgement and Responsibility

Explanation:

Acknowledgement of Government Code 3100

Statement of Purpose and Public Responsibility

In the event of a disaster during school hours, every employee has a specific duty to participate in a mobilized team effort to prevent injury and save lives. Every employee is to remain on campus and aid in the supervision of all students and assist in maintaining general safety and wellbeing, per Government Code 3100.

Should a disaster strike during school hours, no employee will leave his/her assignment under any circumstance, unless officially released by the Superintendent, the Principal/Site Administrator, or his/her designee.

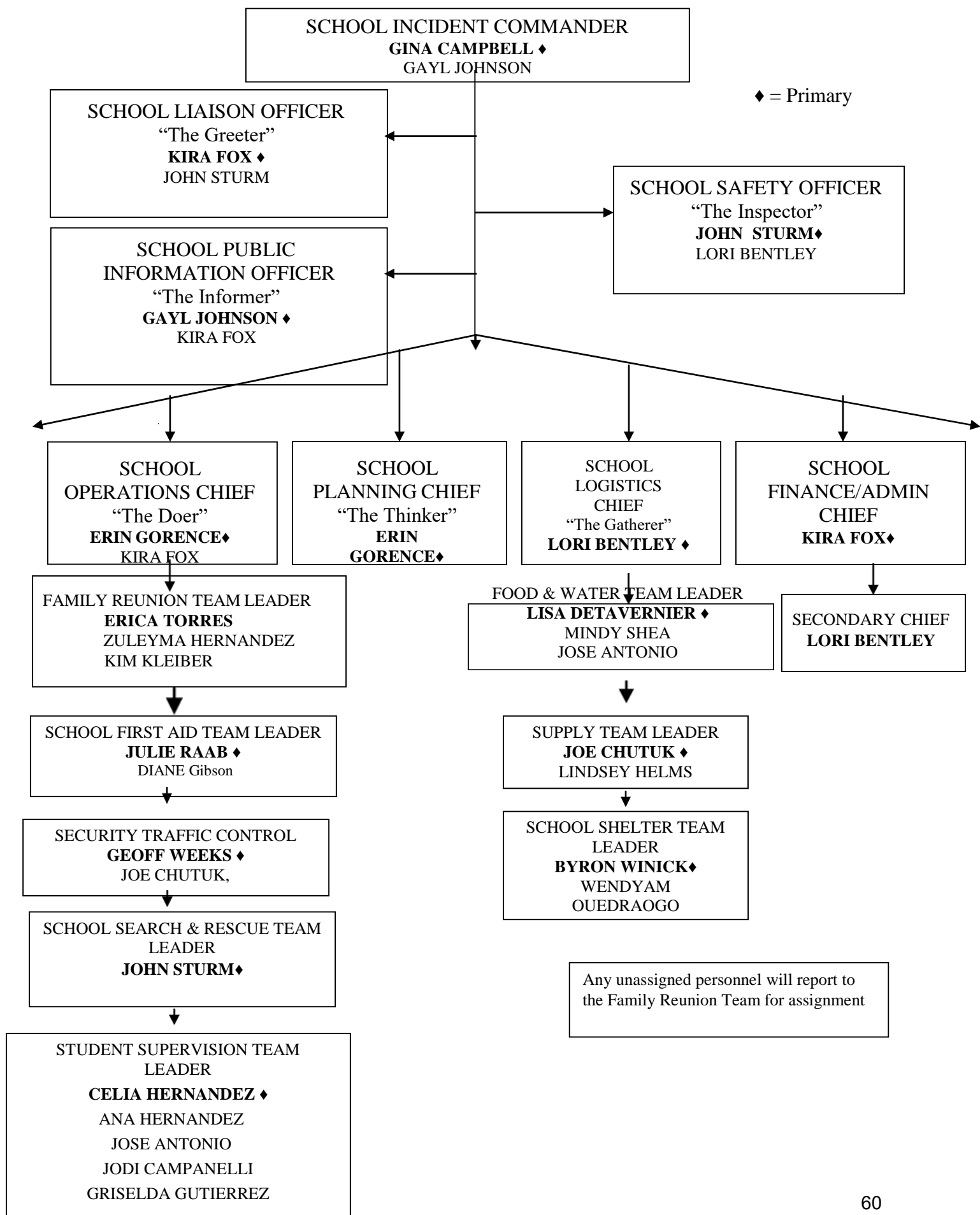
Specific duties will be assigned to all employees, depending on the type of emergency or drill.

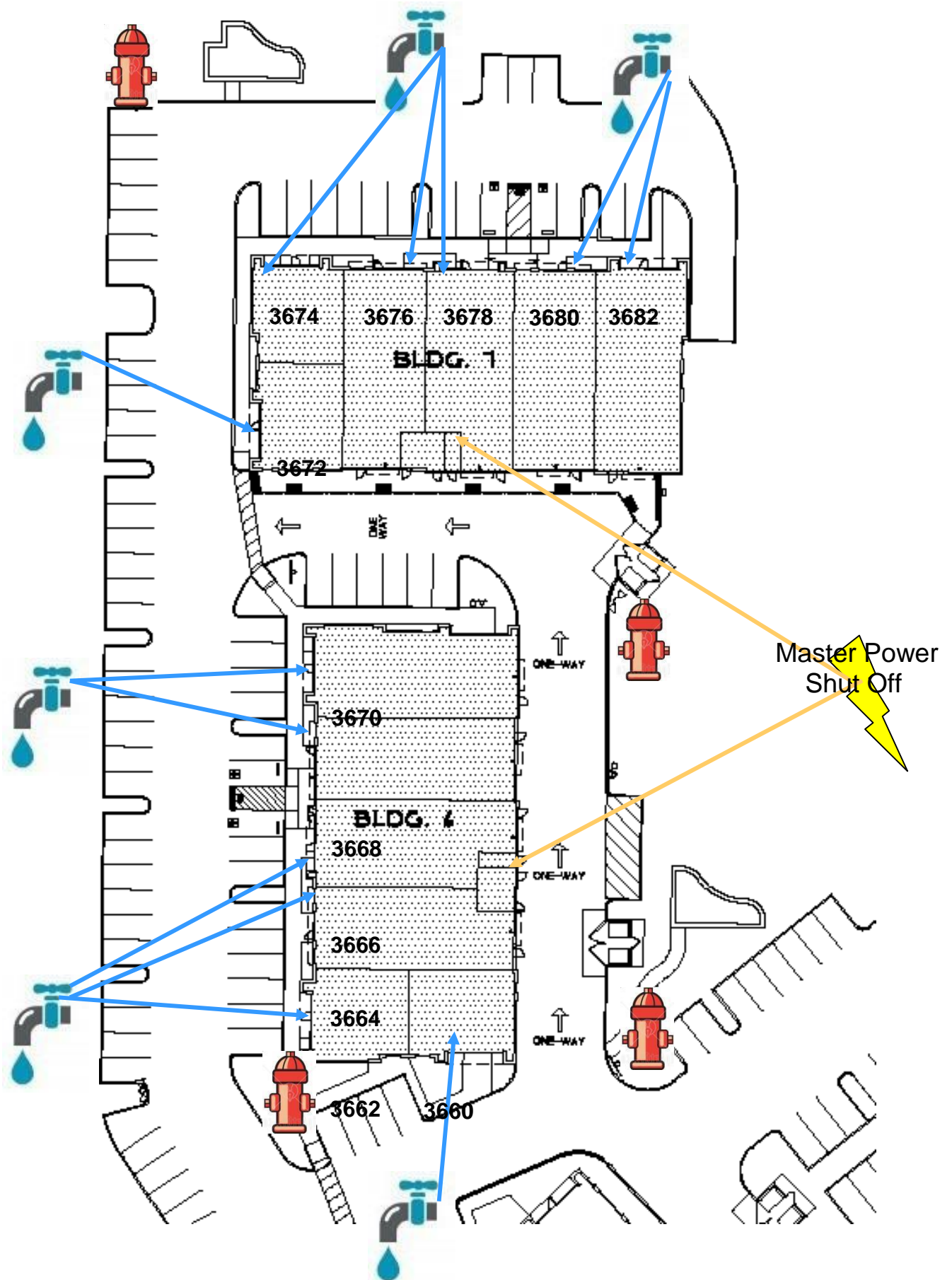
Statement of Acknowledgement & Responsibility

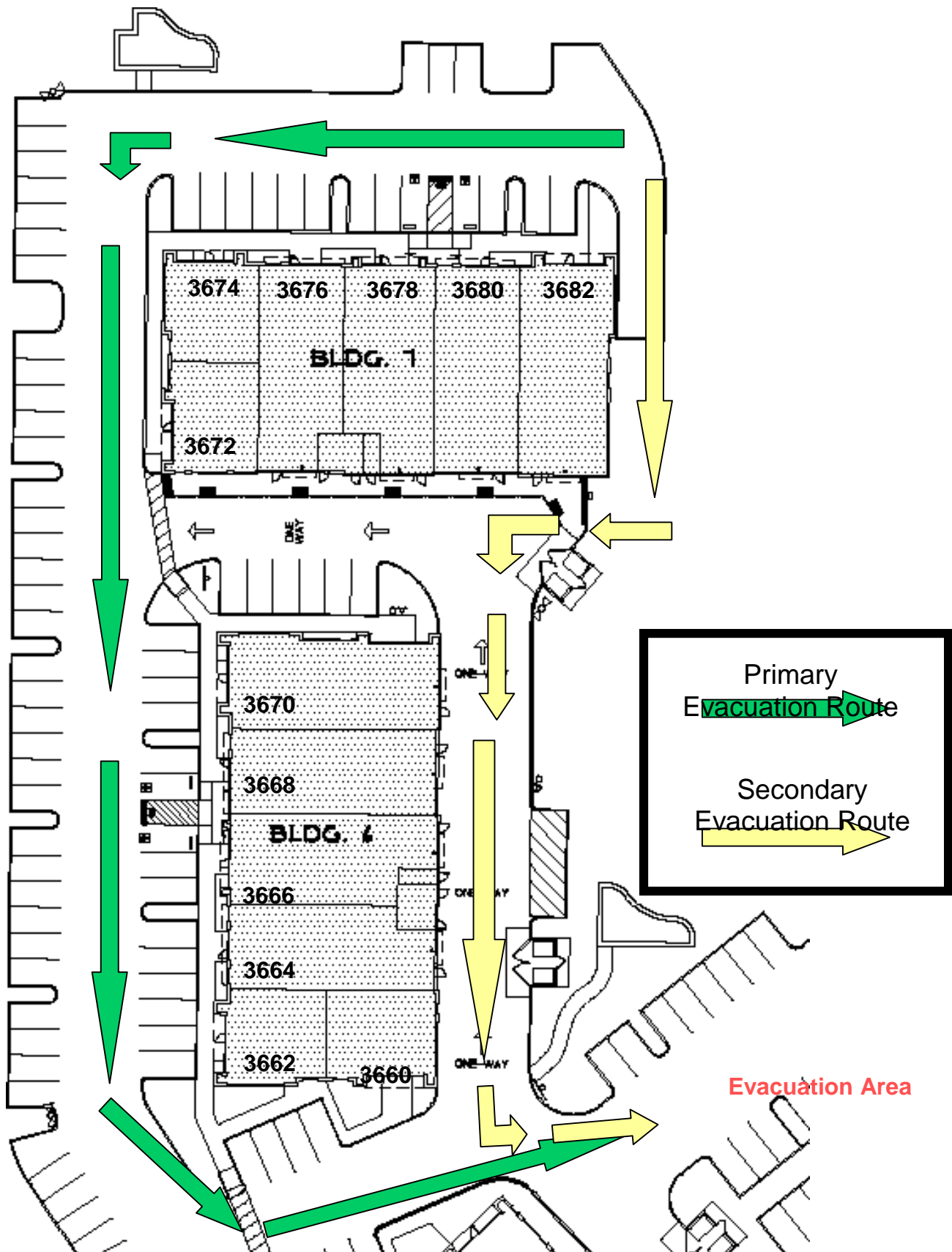
I have read the Crisis Response Plan and understand my responsibilities in relationship to the Pacific View Charter School Crisis Response Plan, as well as the responsibility to inform and educate the students under my charge, to efficiently respond during disaster emergencies and drills contained in the PVCS Crisis Response Plan. Additionally, I have read Government Code 3100 and understand my responsibility a Disaster Service Worker.

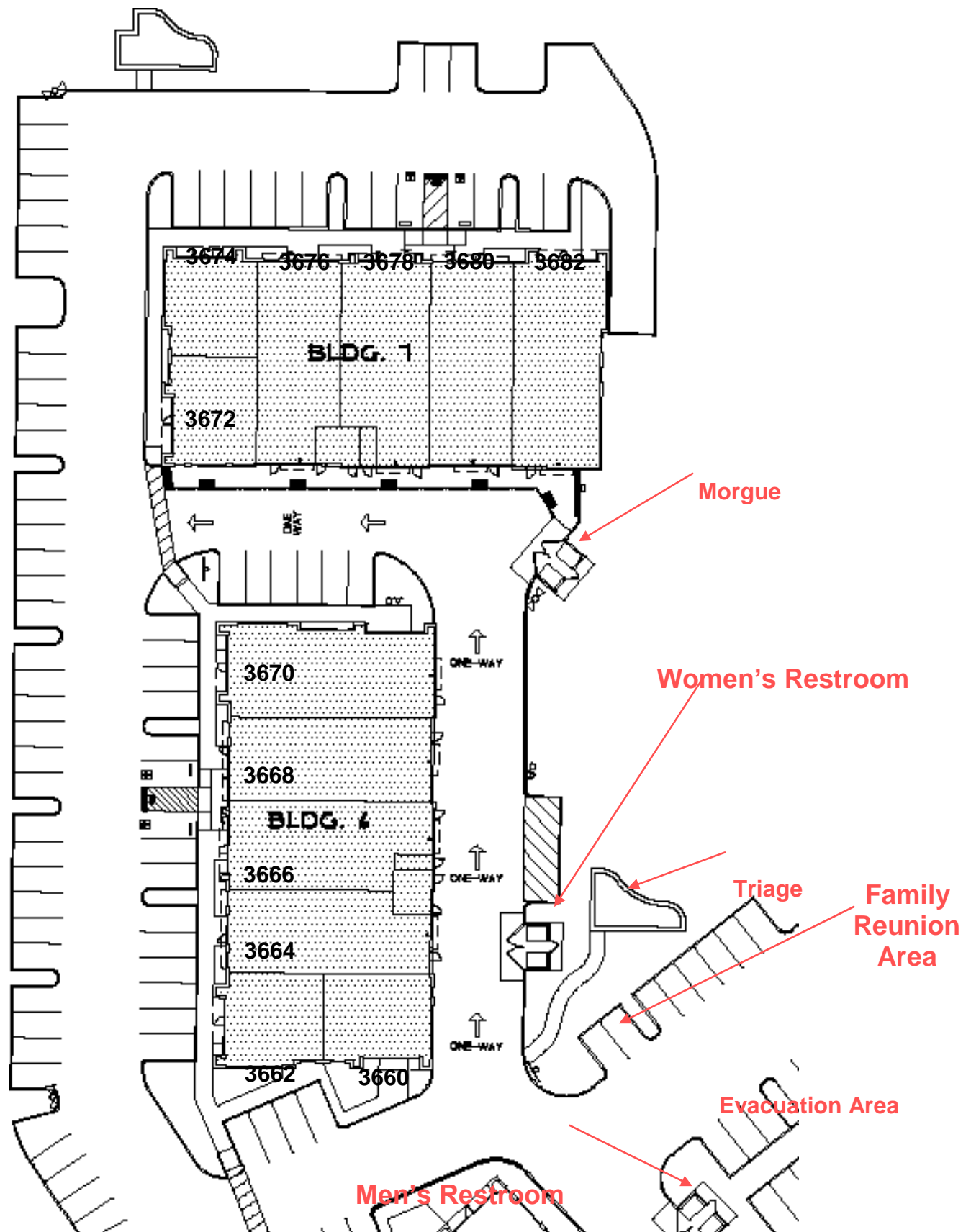
Employee's signature _____

Date _____

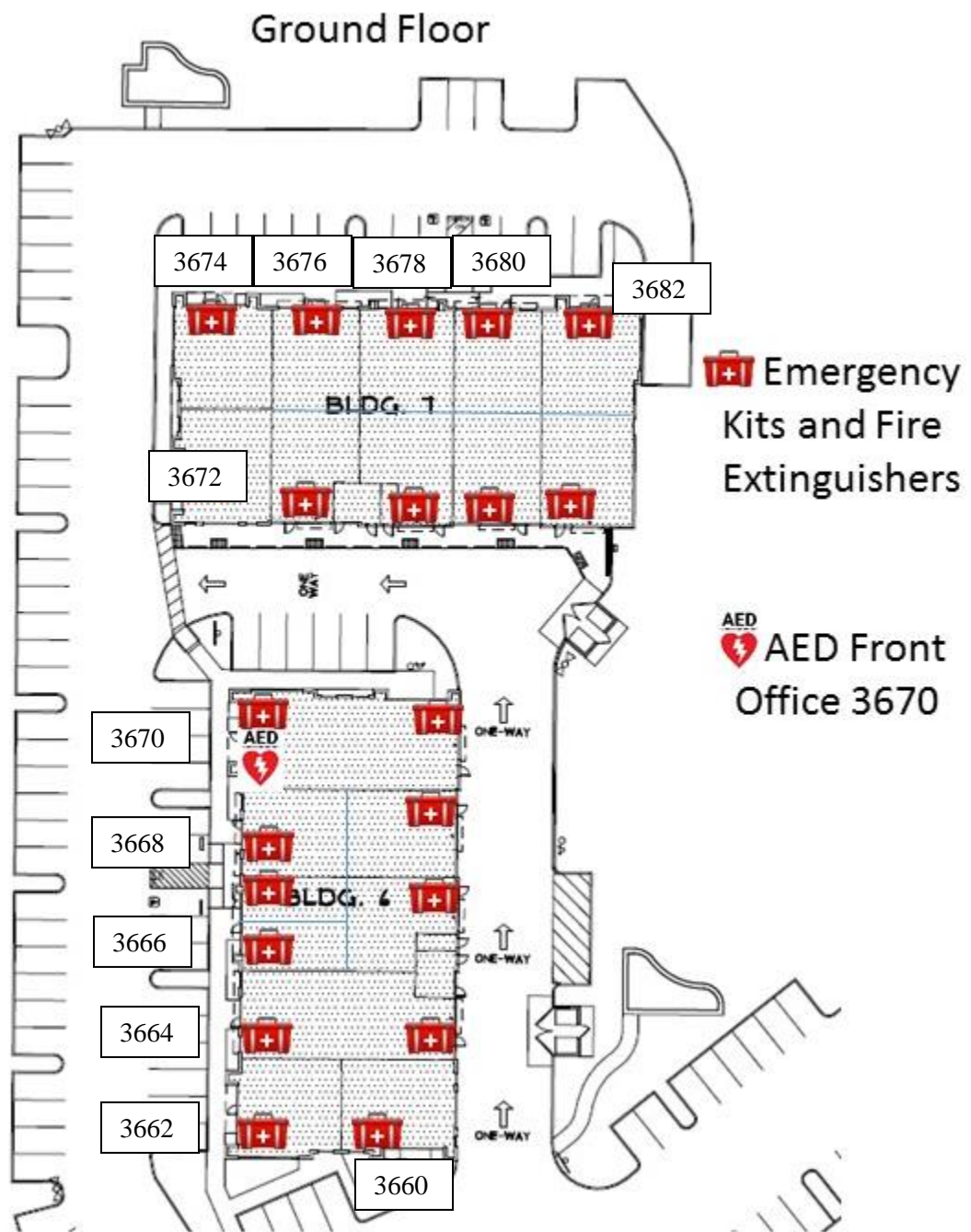




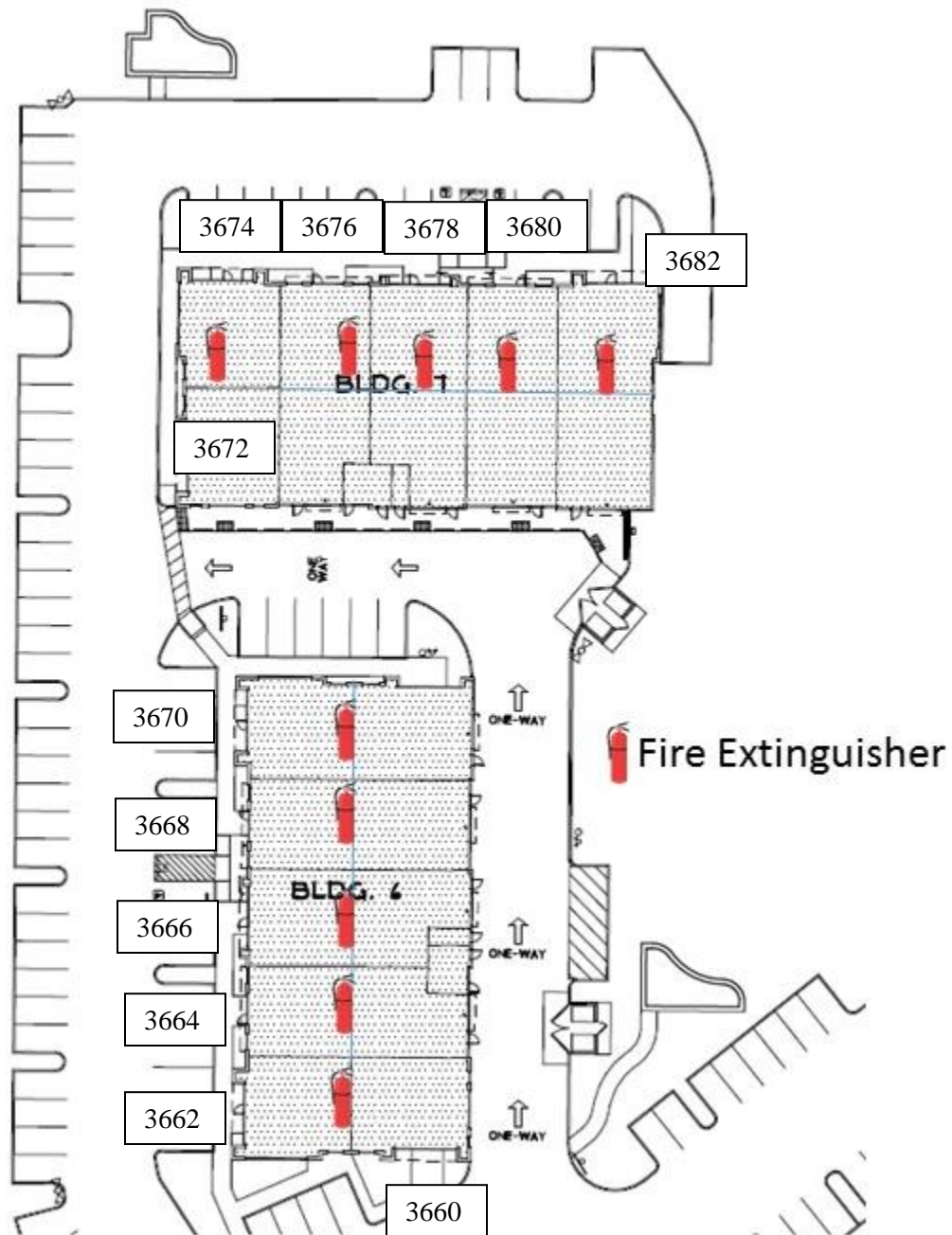




Purposed Safety upgrade for the 2021-22 school year.



First Floor Fire Extinguishers



**Pacific View Charter School
Oceanside Campus Directory**

- **3660** **HS Classroom**
- **3662** **HS Classrooms**
- **3664** **HS Teacher Office, Computer Server Room**
- **3666** **College Liaison, Dir. of Student Services., Computer Technician & Dir. of Curriculum**
- **3666 (Rear)** **Study Hall**
- **3668** **Conference Room/ Founding Executive Director's Office**
- **3668 (Rear)** **Biology Lab**
- **3670** **Front Office/Administration**
- **3672** **Middle School Classroom**
- **3674** **Middle School Classroom/Middle School Teacher Offices**
- **3676** **HS Teacher Offices**
- **3676 (Rear)** **Middle School Classroom**
- **3678** **HS Teacher Offices**
- **3678 (Rear)** **HS Classroom**
- **3680** **SpEd Offices**
- **3680 (Rear)** **Middle School Classroom**
- **3682** **Conference Rooms/SpEd Offices**
- **3682** **Middle School Classrooms**

Bomb Threat Telephone Checklist

Pacific View Charter School

<u>Questions to Ask</u>	<u>Exact Wording of the Threat</u>
When is the bomb going to explode?	
Where is it right now?	
What does it look like?	
What kind of bomb is it?	
What will cause it to explode?	
Did you place the bomb?	
Why?	
What is your address?	
What is your name?	

Sex of Caller _____ Race _____ Age _____

Number at which call was received _____

Time _____ Date _____

Caller's Voice

Calm			Nasal		
Angry			Stutter		
Excited			Lisp		
Slow			Raspy		
Rapid			Deep		
Soft			Ragged		
Loud			Clearing Throat		
Laughter			Deep Breathing		
Crying			Cracking Voice		
Normal			Disguised		
Distinct			Accent		
Slurred			Familiar		
Whispered			Childish		

Background Sounds

Threat Language

Street		Factory		Educated	
Voices		Animal		Foul	
PA System		Long Distance		Incoherent	
Motor		Booth		Irrational	
Static		Clear		Taped	
Office		Loud Music		Being Read	

REPORT INFORMATION IMMEDIATELY TO DIRECTOR OR DESIGNEE.

Pacific View Charter School

Student Accountability Log

Teacher: _____

Date: _____

Suite Number: _____

_____ (check here) ALL STUDENTS ARE PRESENT.

Print below the names of students absent (unaccounted for) at the time of incident. Do Not list the names of students who were absent from school on the day of the incident.

Students Absent:

Names:

Where You Think They Are:

List Students Visiting Your Classroom:

Name:

Teacher:

Pacific View Charter School
Family Reunion Log

DATE: _____

PAGE _____ of _____

Student Name Supervisory Teacher	Released to	Signature	ID Y/N	Time

Pacific View Charter School
First-Aid Activity Log

<i>Date:</i>	<i>Person Reporting:</i>			<i>Page #:</i>
Time In:	Patient Name	Condition: Treatment: Pulse/min: Airway Breathing Respirations/min:	Attend. Staff	Time Out

Pacific View Charter School

Injury/Damage Assessment Log

Team Lead: _____

DATE: _____

Team Member: _____

Team Member: _____

[illegible]

School Incident Commander

Duty Position Responsibilities: Serves as Chief of Staff for the entire school site. Initiates and manages the school site Incident Command System. Directs the School Command Staff and Section Chiefs.

Initial Steps:

1. **Confirm severity of event** based on initial reports.
2. Direct **call** to appropriate agency (law enforcement, fire dept., district office and/or 911).
3. **Give** appropriate **command** to entire school.
 - Containment
 - Lock down entire school
 - Shelter in Place
 - Evacuation
 - 1) On site
 - 2) Off site by foot
 - 3) Off site by transportation
4. Initiate Incident Command System.

Operational Steps:

1. Establish Incident Command Post.
 - 1) Access ICP Black Disaster & First Aid Supplies Kit.
 - 2) Read entire School Incident Commander Job Description.
 - 3) Identify yourself as the School Incident Commander (vest/nametag).
 - 4) Establish site communication.
 - 5) Brief Command Staff.
 - Public Information Officer - (**only individual authorized to release information to parents and press**).
 - Liaison Officer
 - Safety Officer
 - 6) Plan periodic briefings (15-30-45-60 minutes).
 - 7) Brief Command Staff of situation assessment and develop an Incident Action Plan.
 - 8) Direct School Response Teams' Chief to deploy other response teams as needed:
 - Search & Rescue Team
 - Family Reunion Team
 - First Aid Team
 - School Security & Traffic Control Team
 - Student Supervision Team
 - 9) If students/staff have evacuated direct teachers to take class roll immediately after assembling at evacuation site.

Closure:

1. Submit Activity Log to Finance Chief.
2. Direct Finance Chief to gather all:
 - Incident Action Plans
 - Activity logs from each member of Command Staff and School Section Chiefs
3. Conduct debriefing with command staff, district office and support agencies.
 - What went well?
 - Why did it go well?
 - What didn't go well?
 - Why didn't it go well?
4. Remedial steps and completion dates:
 - 1) _____
 - 2) _____
 - 3) _____
5. Date of follow-up debriefing meeting to discuss completion status of remedial steps: _____

School Liaison Officer

Duty Position Responsibilities: Contact for all off-site responders. Needs to know who is functioning in each leadership role of school's Incident Command System.

Initial Steps:

1. Obtain briefing from School Incident Commander.
2. Access ICP Black Disaster & 1st Aid Supplies Kit.
3. Read entire School Liaison Officer Job Description.
4. Identify yourself as School Liaison Officer (vest/nametag).
5. Select place of contact for meeting responding support agencies. (school parking lot, front of school, etc.)
6. Remind all team members to direct the media to the School Public Information Officer for official statements.
7. Know who the School Command Staff & Section Chiefs are during the incident:
 - School Incident Commander _____
 - Public Information Officer _____
 - Safety Officer _____
 - Liaison Officer _____
 - Operations Chief _____
 - Logistics Chief _____
 - Planning Chief _____
 - Finance Chief _____

Operational Steps

1. Maintain coordination with all responding agencies and direct them to appropriate Command Staff Officer and/or Section Chief.
2. Meet for periodic briefings with Command Staff.

Closure

1. Collect and submit Liaison Officer & Student Care activity (We do not have a Student Care) Log logs to Finance Chief.
2. Debrief with Command Staff, Section Chiefs, District office and Support Agency.
Discuss:
 - What went well?
 - Why did it go well?
 - What didn't go well?
 - Why didn't it go well?
3. Remedial Steps and completion date(s).
 - 1) _____
 - 2) _____
 - 3) _____
4. Date of follow-up debriefing meeting to discuss complete status of remedial steps:

School Safety Officer

Duty Position Responsibilities: Monitor and assess hazardous and unsafe conditions and develop measures to assure the safety of all staff, campus visitors and volunteers.

Initial Steps:

1. Obtain briefing from School Incident Commander.
2. Access ICP Black Disaster & 1st Aid Supplies Kit
3. Read entire School Safety Officer Job Description.
4. Identify yourself as School Safety Officer (vest/nametag).
5. Designate an assistant if necessary.
6. Remind all team members to direct media to School Public Information Officer for official statements.

Operational Steps:

1. Maintain an Activity Log.
2. Identify and report accidents and/or hazardous situations to School Incident Commander.
3. Exercise authority to prevent or stop unsafe acts.
4. Meet for periodic briefings with School Command Staff.
 - Consult with Operations Chief and other School Command Staff regarding safety concerns.

Closure:

1. Collect and submit School Safety Officer Activity Log to School Finance Officer.
2. Debrief with School Command Staff, School Section Chiefs, and support agencies.

Discuss:

 - What went well?
 - Why did it go well?
 - What didn't go well?
 - Why didn't it go well?
3. Remedial Steps and completion dates:
 - 1) _____
 - 2) _____
 - 3) _____
4. Date of follow-up debriefing to discuss completion of remedial step(s):

School Public Information Officer (PIO)

Role and Responsibilities: Collects accurate and complete information regarding the incident at the school site for release to the news media and other appropriate agencies.

Initial Steps:

1. Access ICP Black Disaster & 1st Aid Supplies Kit
2. Read entire PIO job description.
3. Obtain briefing from School Commander.
4. Identify yourself as PIO (vest/nametag).
5. Designate a bilingual assistant if needed.
6. Remind all team members to direct the media to the School Information Officer for official statements.
7. Set up Information Center **away** from School Command Post.

Operational Steps:

1. Prepare incident summary report: (attached)
 - 1) Incident cause/time.
 - 2) Number/nature of injuries/damage. **(NO VICTIM NAMES)**
 - 3) School response:
 - Containment
 - Lockdown
 - Shelter in place
 - Evacuation
 - On site
 - Off site
 - 4) School requests to the public.
 - 5) Obtain authorization to release information.
2. Speaking to the media.
 - 1) Media members properly identifiable.
 - 2) Read/translate only approved incident summary report.
(No victim names).
 - 3) Avoid “no comment”. Say “information unavailable”.
3. Keep Activity Log.
4. Attend periodic briefings with School Command Staff.

Closure:

1. Submit Activity Log to Finance Chief.
2. Debrief with the School Command Staff and support agencies.
Discuss:
 - 1) What went well?
 - 2) Why did it go well?
 - 3) What did not go well?
 - 4) Why did it not go well?
3. Remedial steps and completion dates:
 - 1) _____
 - 2) _____
 - 3) _____
4. Date of follow-up debriefing meeting to discuss completion status of remedial steps: _____

Public Information Officer's Incident Summary Report

Date: _____

Time: _____

1. Incident cause/time _____

2. Number/nature of injuries: (no victim names) _____

3. Nature of damage: _____

4. School Response:

- Containment
- Lockdown
- Shelter in place
- Evacuation location(s) _____

5. Parent/Student Reunification instructions: _____

6. Additional school information/request(s) to the public _____

Incident Commander Signature: _____

Title/Position: _____

Operations Chief

Duty Position Responsibilities: Coordinates and supervises efforts of school emergency response teams:

- Student Supervision Team
(teachers, counselors, psychologist, instructional aides)
- Search and Rescue Team
(teachers)
- Family Reunion Team
(office staff, teachers & Public Information Officer)
- School Security & Traffic Control Team
(Classified, Instructional Aides, teachers)
- First-aid Team
(Any first-aid certified staff)

Initial Steps:

1. Obtain briefing from School Incident Commander.
2. Access ICP Black Disaster & 1st Aid Supplies Kit
3. Read entire Operations Chief Job Description
4. Identify yourself as School Operations Chief (vest/nametag).
5. Designate an assistant if necessary.

Operational Steps:

1. Maintain Activity Log.
2. Assign/deploy Response Teams as directed by School Incident Commander.
3. Receive and evaluate situation reports from response team leaders.
4. Meet for periodic reporting & briefing with School Incident Commander.
5. Frequently communicate with school response team leaders to determine any needs for assistance.
6. Assign other specific tasks to available school response leaders.
7. Communicate additional or anticipated needs to Logistics/Supply Chief

Closure:

1. Collect and submit all School Response Teams' Activity Logs to School Finance Officer.
2. Collect and submit School Operations Chief's Activity Log to School Finance Officer.
3. Debrief with School Incident Command Staff, School Section Chiefs, and support agencies. Discuss:
 - What went well?
 - Why did it go well?
 - What didn't go well?
 - Why didn't it go well?
4. Remedial steps and completion dates:
 - 1) _____
 - 2) _____
 - 3) _____
5. Date of follow-up debriefing to completion status of remedial step(s): _____

Student Supervision Team Leader

Duty Position Responsibilities: Assume overall responsibility of student evacuation area including student and staff accountability check and Parent/Student Reunion Team/Site.

Initial Steps:

1. Obtain briefing from School Incident Commander or School Response Teams Chief.
2. Access ICP Black Disaster & 1st Aid Supplies Kit
3. Read entire Student Supervision Team Leader Job Description
4. Identify yourself as the Student Control Team Leader.
5. Designate an assistant if necessary.
6. Remind all team members to direct the media to the School Information Officer for official statements.

Operational Steps:

1. Maintain Activity Log.
2. Supervise assembly of teachers and students at prearranged positions in the evacuation area.
3. Once in position direct teachers to conduct roll call (attendance). Report the name(s) of any missing students on attendance form to the Response Teams Chief immediately.
4. Once roll call has been completed double up class supervision via teacher/buddy system so released teachers may report to their assigned Response Teams.
5. Deploy and record names of teachers assigned to the Parent/Student Reunification Team.
6. Record names of remaining teachers as the Student Control Team.
7. Direct remaining teachers to send completed attendance forms to Parent & Student Reunification Team Site via runners.
8. Meet for periodic briefings with Response Teams Chief or School Incident Commander.
9. Periodically direct teachers to retake roll (every 30 min.)
10. In the event of a prolonged evacuation communicate anticipated needs such as food, water, shelter, toilet needs to the Logistics/Supply Officer.

Closure:

1. Collect and submit all School Control Team Leader Activity Logs and submit to School Finance Officer.
2. Debrief with School Incident Command Staff, Response Teams Chief, school district office and support agencies. Discuss:
 - What went well?
 - Why did it go well?
 - What didn't go well?
 - Why didn't it go well?
3. Remedial steps and completion dates:
 - 1) _____
 - 2) _____
 - 3) _____
 - 4) _____
 - 5) _____
4. Date of follow-up debriefing to discuss completion status of remedial steps:

Student Supervision Team Managers

Duty Position and Responsibilities: Supervise students in the classroom, evacuation/assembly areas and other duties as assigned.

Initial Steps:

1. When directed or based upon best personal judgment lockdown or evacuate.
2. If evacuating access ICP Black Disaster & 1st Aid Supplies Kit.
3. If evacuating ascertain the need for assistance from neighboring teacher (“buddy system”). If a buddy is injured or missing report it to the Student Supervision Team Supervisor immediately after arriving at the evacuation/assembly area.
4. Remind all team members to direct the media to the School Public Information Officer for official statements.

Operational Steps at the evacuation/assembly area:

1. Read entire Student Supervision Team Manager Job Description
2. Identify yourself as a Student Control Team Manager (vest/nametag).
3. Take roll when class reaches evacuation/assembly area. Identify any missing students. Ensure that all students have been visually identified.
4. Turn in roll (attendance) report to the Student Control Teacher Leader. Inform them of any missing students.
5. Periodically recount your students.
6. Keep track of released students.
7. Render first aid or send injured students to first aid station if conditions are safe.
8. Inform Student Control Team Leader of current or anticipated needs such as:
 - Drinking water
 - Food
 - Rest rooms
 - Shelter

Closure:

1. Submit Activity Logs to Student Control Team Leader.
2. Debrief with Student Control Team Leader. Discuss:
 - What went well?
 - Why did it go well?
 - What didn’t go well?
 - Why didn’t it go well?
3. Remedial steps and completion dates:
 - 1) _____
 - 2) _____
 - 3) _____
4. Date of follow-up debriefing to discuss completion status of remedial steps:

Family Reunion Team Leader

Duty Position Responsibilities: Supervise the Family Reunion Team site and the release of students to authorized adults.

Initial Steps:

1. Access ICP Black Disaster & 1st Aid Supplies Kit before evacuating classroom.
2. Obtain briefing & directions from Operations Chief.
3. Read entire Family Reunion Team Leader Job Description
4. Identify yourself as Family Reunion Team Leader (vest/nametag).
5. Designate assistants (other teachers, classified, instructional aides).
6. No team members should make statements to the media. Direct media to School Public Information Officer.
7. Access student emergency or locator cards from front office.
8. Establish the location and set up tables and chairs for the Family Reunion Team/Site.

Operational Steps:

1. Receive all class roll call (attendance) forms.
2. Report missing students and staff to Student Control Team Leader or Response Teams Chief immediately.
3. Maintain Family Reunion Log (page 12).
4. Individuals picking up students **must sign** Family Reunion Log.
5. Use runners (students) or Radio on Channel 2 to locate and summon students.

Closure:

1. Collect and submit all Family Reunion Logs to school attendance clerk or School Finance Officer.
2. Debrief with School Incident Command Staff and support agencies. Discuss:
 - What went well?
 - Why did it go well?
 - What didn't go well?
 - Why didn't it go well?
3. Remedial steps and completion dates:
 - 1) _____
 - 2) _____
 - 3) _____
4. Date of follow-up debriefing to discuss completion status of remedial steps:

School First-Aid Team Leader

Duty Position Responsibilities: Establish the school first-aid center for triage and treatment of injured/ill students and staff. Set up morgue if necessary.

Initial Steps:

1. Obtain briefing from School Response Teams Chief.
2. Access ICP Black Disaster & 1st Aid Supplies Kit.
3. Read entire School First-Aid Team Leader Job Description
4. Identify yourself as the Medical Team Leader (vest/nametag).
5. Designate an assistant if necessary.
6. Assemble your medical team with no more than 5 key members who report directly to you.

First-Aid Team Member duties:

- Triage _____
 - Treatment _____
 - Additional Staff if necessary
7. Remind all team members to direct the media to the School Public Information Officer for official statements.
Establish location of first-aid center and confirm location with School Response Teams Chief. Pre-designated areas -- see emergency site map.
 8. Identify first-aid center so location can be seen from a distance.
 9. Gather all first-aid center supplies and take them to designated room(s)/area(s) if necessary. Use medical team members or students to help.
 10. Ensure that student emergency and health cards are at the first-aid center.
 11. Pre-designate a morgue area away and out of sight – see emergency site map.

Operational Steps:

1. Maintain First-Aid Activity Log (page 13).
2. Conduct triage.
3. Supervise treatment of injured by first-aid staff.
4. Make requests for additional supplies/personnel to School Response Teams Chief.
5. Periodically brief Schools Response Teams Chief (every 30 min.).
7. If necessary, establish morgue away and out of sight. Cover any victims' bodies.

Closure:

1. Collect and submit all First-Aid Activity Logs to School Response Teams Chief.
2. Debrief with First-Aid Team then debrief with School Response Teams Chief. Discuss:
 - What went well?
 - Why did it go well?
 - What didn't go well?
 - Why didn't it go well?
3. Remedial Steps and planned completion dates:
 - 1) _____
 - 2) _____
 - 3) _____
4. Date of follow-up debriefing to discuss completion status of remedial steps:

School Security & Traffic Control

Team Leader

Duty Position Responsibilities: Coordinates security throughout the school during a crisis. Establishes security perimeter around hazardous areas. Establishes security at the Family Reunion Site, school entrances/exits and parking lot.

Initial Steps:

1. Obtain briefing from Schools Response Teams Chief or School Incident Commander.
2. Access ICP Black Disaster & 1st Aid Supplies Kit.
3. Read entire School Security & Traffic Control Team Leader Job Description
4. Identify yourself as School Security & Traffic Control Team Leader (vest/nametag).
5. Remind all team members to direct the media to the School Public Information Officer for official statements.

Operational Steps:

1. Maintain Activity Log.
2. Assign School Security Team to establish safety perimeter around hazardous area(s) with yellow caution tape and monitor the area until help arrives.
3. Assign School Security Team to Family Reunion Site.
4. Assign Traffic Control Team to school entrances/exits and parking lot(s).
5. Attempt to maintain normal traffic pattern that is familiar to parents.
6. Guide/direct responding support agencies (law enforcement, fire protection) to School Liaison Officer.
7. Direct parents to Family Reunion Site.
8. Post legible traffic directions to guide motorists.

Closure:

1. Submit Activity Log to School Response Teams Chief.
2. Debrief with School Security & Traffic Control Team members and School Response Teams Chief. Discuss:
 - 1) What went well?
 - 2) Why did it go well?
 - 3) What did not go well?
 - 4) Why did it not go well?
3. Remedial steps and completion dates:
 - 1) _____
 - 2) _____
 - 3) _____
4. Date of follow-up debrief meeting to discuss completion status of remedial steps: _____

School Search & Rescue Team Leader

Duty Position Responsibilities: Supervise a Search & Rescue Team. Search a predetermined area of the school site in an established pattern to find/rescue trapped or injured students/staff and extinguish fires if possible.

Initial Steps:

1. Obtain debriefing from School Response Teams Chief or School Incident Commander.
2. Access ICP Black Disaster & 1st Aid Supplies Kit
3. Read entire School Search & Rescue Team Leader Job Description
4. Identify yourself as a Search & Rescue Team Leader (vest/nametag).
5. Access hard hats, safety goggles and gloves (ICS backpack).
6. Remind all team members to direct the media to the School Public Information Officer for official statements.

Operational Steps:

1. Maintain Damage/Injury Assessment Log (page 14). School map (page 6).
2. Access Search & Rescue Team Kit (special equipment).
3. Initiate search of assigned area(s).
4. Searches should be conducted in groups of 2 or 3 members.
5. Searches should be proximal, visual, vocal and auditory.
6. Proceed quietly in order to hear calls for help.
7. Mark each searched room door with the following:
 - Large “X” made from bright colored adhesive tape.
 - Time & date search was completed.
 - Team number
8. Stay within voice contact of your search & rescue members.
9. Request 911 assistance for seriously injured persons. If necessary remove seriously injured persons to the School First-Aid Center.
10. Assist less seriously injured persons toward School First-Aid Center.
11. Deceased victims should be covered and moved out of sight **unless the body is part of a crime scene.** Mark location on school map.
12. Mark unsafe areas using yellow caution tape. Mark location on school map (page 6).
13. Report to School Response Teams Chief when search is completed.

Closure:

1. Submit all Damage/Injury Logs to the School Response Teams Chief.
2. Debrief with other Search & Rescue Teams and the School Response Teams Chief. Discuss:
 - 1) What went well?
 - 2) Why did it go well?
 - 3) What didn't go well?
 - 4) Why didn't it go well?
3. Remedial steps and planned completion dates:
 - 1) _____
 - 2) _____
 - 3) _____
4. Date of follow-up debriefing to discuss completion status of remedial steps:

School Planning Section Chief

Duty Position Responsibilities: Collection, evaluation, dissemination and use of information about the development of the crisis and status of the school staff and site. Makes recommendations that addresses anticipated needs to the School Incident Commander.

Initial Steps:

1. Obtain briefing/instructions from School Incident Commander.
2. Access ICP Black Disaster & 1st Aid Supplies Kit.
3. Read entire School Planning Section Chief Job Description
4. Identify yourself as Planning Section Chief (vest/nametag).
5. Designate an assistant if necessary.
6. Remind all team members to direct the media to the School Public Information Officer for official statements.

Operational Steps:

1. Maintain Activity Log.
2. Meet with each member of Command Staff and Section Chief.
3. Review and discuss maintenance of their Activity Logs. Identify their duty's current needs and priorities.
4. Help mitigate any concerns challenging the performance of their duty.
5. Make recommendations at periodic briefings with Command Staff and Section Chiefs.
6. Keep School Incident Commander briefed and advised.

Closure:

1. Submit Activity Log to Finance Chief.
2. Debrief with School Command Staff and Section Chiefs. Discuss:
 - 1) What went well?
 - 2) Why did it go well?
 - 3) What did not go well?
 - 4) Why did it not go well?
3. Remedial Steps and completion dates:
 - 1) _____
 - 2) _____
 - 3) _____
4. Date of follow-up debriefing meeting to discuss completion status of remedial steps: _____

School Logistics Section Chief

Duty Position Responsibilities: Manage the teams responsible for providing personnel, equipment, facilities, technical, nutritional and other support to personnel managing a school crisis.

Initial Steps:

1. Obtain briefing from School Incident Commander.
2. Access ICP Black Disaster & 1st Aid Supplies Kit.
3. Read entire School Logistics Section Chief Job Description
4. Identify yourself as the Logistics Chief (vest/nametag).
5. Designate an assistant if necessary.
6. Participate in the development of the Incident Action Plan.
7. Remind all team members to direct the media to School Public Information Officer for official statements.

Operational Steps:

1. Maintain Activity Log. Precise information is essential for reimbursement from state and federal governments.
2. Organize and deploy the following when directed by School Incident Commander:
 - Food/Water Team
 - Supply Team
 - Facilities Team
 - Feeding Area
 - Shelter Area
 - Facilities
 - Restroom set up
 - Policing (litter) Patrol
 - Lighting
 - Heating
3. Participate in periodic briefings with command staff and other section chiefs.

Closure:

1. Submit activity log to Finance Chief.
2. Debrief with team members and command staff. Discuss:
 - 1) What went well?
 - 2) Why did it go well?
 - 3) What didn't go well?
 - 4) Why didn't it go well?
3. Remedial steps and completion dates:
 - 1) _____
 - 2) _____
 - 3) _____
4. Date of follow-up debriefing meeting to discuss completion remedial status: _____

Supply Team Leader

Duty Position Responsibilities: Before an emergency the School Supply Team Leader works with the Logistics Chief to prepare for a crisis by requesting, receiving and storing supplies and equipment. During an emergency the School Supply Team Leader provides supplies and equipment under the direction of the Logistics Chief.

Preparedness Steps:

1. Coordinate with the Finance Chief for the administration of all financial matters pertaining to purchasing supplies/equipment.
2. Working with the Logistics Chief the School Supply Team Leader anticipates staff/student needs in times of emergency:
 - 1) Food/Water
 - 2) Sanitation needs:
 - Antiseptic wipes or sanitizing lotion
 - 5-gallon toilet buckets
 - Black plastic garbage can liners
 - Additional toilet paper
 - 3) Shelter needs (tent covers, emergency blankets)
 - 4) ICP Black Disaster & 1st Aid Supplies Kit
 - 5) Emergency tools
 - 6) Power sources (generator, batteries)
 - 7) Student diversion materials (playing cards, games, coloring books, comics, etc.)
 - 8) Works with School Response Teams Chief to determine/address needs of all school response teams.
 - 9) Acquires adequate storage space for emergency supplies protected from theft and weather including extreme temperatures.

Initial Steps:

1. Obtain briefing from the Logistics Chief.
2. Access ICP Black Disaster & 1st Aid Supplies Kit
3. Read entire Supply Team Leader Job Description.
4. Identify yourself as Supply Team Leader
5. Designate an assistant if necessary.
6. Remind team members to direct the media to the School Public Information Officer for official statements.

Operational Steps:

1. Maintain Activity Log. Precise record keeping will facilitate cost reimbursement from state and federal government.
2. Coordinate sanitation & shelter needs with Shelter Team.
3. Coordinate rationing and distribution of foods with Food/Water Team.
4. Hold periodic briefings with the Logistics Chief.
5. Stand by for requests from Logistics Chief.

Closure:

1. Submit Activity Log to Logistical Chief. (would recommend all subordinates submit to their Chiefs)
2. Debrief with School Supply Team members and Logistics Chief.

Discuss:

- 1) What went well?
 - 2) Why did it go well?
 - 3) What did not go well?
 - 4) Why did it not go well?
3. Remedial steps and completion dates:
 - 1) _____
 - 2) _____
 - 3) _____
 4. Date of follow-up debriefing meeting to discuss completion status of remedial steps: _____

School Shelter Team Leader

Position Duty Responsibilities: Establish shelter to protect students/staff from environmental conditions and to establish shelter for sanitation/privacy needs.

Initial Steps:

1. Obtain briefing/instructions from Logistics Chief.
2. Access ICP Black Disaster & 1st Aid Supplies Kit
3. Read entire School Shelter Team Leader Job Description
4. Identify yourself as Shelter Team Leader (vest/nametag).
5. Designate an assistant if necessary.
6. Remind team members to direct the media to School Public Information Officer for statements

Operational Steps:

1. Maintain Activity Log. Precise record keeping will facilitate cost reimbursement from state and federal government.
2. As directed by Logistics Chief, use staff & students from the Student Control Area to establish shelter for protection from the weather and for sanitation/privacy purposes.
3. Assist American Red Cross if school is declared a community shelter.
4. Shelter for sanitation/privacy purpose can use 5-gallon buckets with a black plastic liner per individual. Once used each individual should tie each plastic liner with a knot and safely discard it far away, out of sight and downwind from the evacuation area.
5. Metal garbage dumpsters are preferred receptacle for knotted plastic toilet bags.
6. Hold periodic briefings with Logistics Chief.

Closure:

1. Submit Activity Log to Logistics Chief.
2. Disassemble and store shelter materials.
3. Ensure that toilet buckets are sanitized before storing again.
4. Debrief with School Shelter Team members and Logistics Chief.
Discuss: 1) What went well?
 2) Why did it go well?
 3) What did not go well?
 4) Why did it not go well?
5. Remedial Steps and completion dates:
 1) _____
 2) _____
 3) _____
6. Date and follow-up debriefing meeting to discuss completion status of remedial Steps: _____

Food/Water Team

Position Duty Responsibilities: Provide food/water for all staff/students/volunteers at the school site for as long as necessary. May also provide food/water for the community should the school become a community shelter.

Initial Steps:

1. Obtain briefing from Logistics Chief.
2. Access ICP Black Disaster & 1st Aid Supplies Kit.
3. Read entire Food/Water Team Job Description.
4. Identify yourself as member of Food/Water Team (vest/nametag).
5. Remind team members to direct media to School Public Information Officer for official statements.

Operational Steps:

1. Maintain activity log. Precise accounting is necessary for reimbursement from state and federal government.
 - Number of meals served?
 - Types of meals served?
 - Number of water units, bottles served?
 - Amount of water per container?
2. Determine the number of staff needed to operate food/water team. Involve students if possible.
3. Estimate duration of crisis and ration food/water accordingly to staff/students still on site at time of serving.
4. Determine if food/water will be available from other schools or sources such as the Red Cross.
5. Keep all food/water secured in one area if possible.
6. Determine best method to serve food/water.
7. Establish feeding schedules.
8. Have disposable cups, plates, forks and spoons available.
9. Serve perishable foods first.
10. Purify all drinking water if not already done.
11. Wash hands before food preparation/contact.
12. Keep all garbage and trash in plastic bags away from staff/students.
13. Keep Logistics Chief periodically briefed.

Closure:

1. Submit activity log to Logistics Chief.
2. Debrief with Food/Water Team members and Logistics Chief. Discuss:
 - 1) What went well?
 - 2) Why did it go well?
 - 3) What did not go well?
 - 4) Why didn't it go well?
3. Remedial steps and completion dates:
 - 1) _____
 - 2) _____
 - 3) _____
4. Date of follow-up debriefing meeting to discuss completion status of remedial steps: _____

School Finance/Administrative Chief

Position Duty Responsibilities: Collect all school incident Activity Logs (From Chiefs). Determine & submit cost analysis to the School Incident Commander (administration) who then reports to the district office Finance Officer (Business Office).

Initial Steps:

1. Obtain briefing from School Incident Commander.
2. Access ICP Black Disaster & 1st Aid Supplies Kit
3. Read entire School Finance/Administrative Chief Job Description.
4. Identify yourself as the Finance Chief (vest/nametag).
5. Designate an assistant if necessary.
6. Remind all team members to direct media to School Public Information Officer for official statements.

Operational Steps:

1. Maintain Activity Log. Precise record keeping will facilitate cost reimbursement from state and federal government.
2. Collect any of the following in reference to the school crisis:
 - Report forms
 - Logs
 - Messages
 - Receipts
 - Accident/illness claims
 - Photographs/videos of damage or relevant details.
4. Hold periodic briefings with the School Incident Commander.
5. Participate in the development of the Incident Action Plan.

Closure:

1. Submit Activity Log to School Incident Commander.
2. Debrief with School Command Staff and support agencies. Discuss:
 - 1) What went well?
 - 2) Why did it go well?
3. Remedial steps and completion dates:
 - 1) _____
 - 2) _____
 - 3) _____
4. Date of follow-up debriefing meeting to discuss completion status of remedial steps: _____

Specific Crisis Response Procedures

1. Air Pollution

When an air pollution emergency is declared, staff will be notified via email and/or telephone/radio. The severity of the emergency is distinguished by Levels and is usually issued Countywide. Level I is the first stage. The most serious is Level III. In the event of an air pollution emergency, the following will be accomplished:

Bar Index	Approximate Length (Percentage)
1	10%
2	5%
3	95%
4	15%
5	90%
6	45%
7	35%
8	75%
9	5%
10	60%
11	40%
12	95%

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]
 [REDACTED]
 [REDACTED]

2. Animal Attack or Threat

In the City of Oceanside, there are wild animals (i.e. coyotes, opossums, raccoons, snakes, even an occasional mountain lion). It is possible that an animal could attack a child or staff member and cause serious injury or even death. All animals encountered on a school campus should be considered wild and dangerous. It is also possible a student or staff member could be attacked and bitten by a potentially dangerous loose pet. Faculty and staff should consider all animals observed on a campus as potentially dangerous. Every attempt should be made to keep all students away from animals observed on campus.

Service	Percentage of Respondents
Mobile phone	100%
Computer	95%
Email	85%
Social media	75%
Streaming services	65%
Smart TV	55%
Smart home devices	45%
Cloud storage	35%
Online banking	25%
Online shopping	15%

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

3. Bees - European Bees, Killer Honey Bees

“Killer” honeybees became established in Texas in 1990 and have spread throughout the Southern California area. “Killer” bees are closely related to the European honeybees and both look similar. “Killer” bees tend to be more aggressive. Caution and a safe distance should be maintained when encountering any type of bees on campus. The following are general safety rules recommended by the U.S. Department of Agriculture and the University of California:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

4. Bomb Threats and Suspicious Packages

A bomb threat is often a hoax or prank. However, in this day and age, we have to take every precaution to keep our students, staff, and school safe. In order to do so, we MUST treat ALL THREATS as if they are REAL and a DANGER exists. By handling each threat quickly and effectively, we can reduce the threat of harm and enhance the stability and learning environment at our schools. The following will be accomplished when a threat is received:

■ [REDACTED]
 [REDACTED]
 ■ [REDACTED]
 [REDACTED]

■ [REDACTED]
[REDACTED]
■ [REDACTED]
[REDACTED]
[REDACTED]

A horizontal bar chart titled 'U.S. should take action to address climate change' showing the percentage of respondents who believe the U.S. should take action to address climate change, broken down by age group. The x-axis represents the percentage from 0 to 100. The y-axis lists age groups. The bars are black. The data is as follows:

Age Group	Percentage
18-29	95%
30-49	92%
50-69	88%
70+	85%
18-29	95%
30-49	92%
50-69	88%
70+	85%
18-29	95%
30-49	92%
50-69	88%
70+	85%

[REDACTED]

[illegible]

7. Earthquakes

Because we live in California, we should not be asking “if it will occur”, but rather, “when will it occur!” Although technological advances have enabled us to learn more about earthquakes, accurate predictions are still in the distant future. If an earthquake should take place during school the following will be accomplished:

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

8. Fallen Aircraft

The City of Oceanside hosts a Municipal Airport. Planes fly above our city usually from east to west. If a plane should crash near or on a campus, immediate action is necessary to ensure safety of the students. All persons must be kept at a safe distance from the aircraft because of the great danger of explosion even after the plane comes to rest. The following will be accomplished:

-
- A horizontal bar chart titled 'U.S. should take action to address climate change' showing the percentage of respondents who believe the U.S. should take action to address climate change. The chart is broken down by age group (18-29, 30-49, 50-69, 70+) and gender (Male, Female). The y-axis lists the demographic groups, and the x-axis shows the percentage from 0 to 100. The bars are black, and the chart includes a legend for gender.
- | Age Group | Gender | Percentage |
|-----------|--------|------------|
| 18-29 | Male | ~85% |
| | Female | ~88% |
| 30-49 | Male | ~82% |
| | Female | ~85% |
| 50-69 | Male | ~78% |
| | Female | ~80% |
| 70+ | Male | ~75% |
| | Female | ~78% |

- § 87(2)(b) [REDACTED]
§ 87(2)(b) [REDACTED]
§ 87(2)(b) [REDACTED]
§ 87(2)(b) [REDACTED]

9. Fires

A fire can be mesmerizing to your students. A fire can spread quickly and surround victims within moments. It is imperative that students and staff act immediately in order to reduce the threat of injury or death. If a fire is detected in or near a school building, the following will be accomplished:

-

10. Floods

In the mid-1990's, Oceanside experienced heavy rain. As a result, flooding occurred and the evacuation of multiple residences and people ensued. We are not exempt from another, possibly more serious occurrence. If flooding should occur on or near PVCS, the following will be accomplished:

-
- | Age Group | Percentage |
|-----------|------------|
| 18-24 | 15% |
| 25-34 | 45% |
| 35-44 | 30% |
| 45-54 | 25% |
| 55-64 | 20% |
| 65-74 | 18% |
| 75-84 | 12% |
| 85+ | 10% |

11. Hazardous Materials

The major threat from this type of situation is toxic fumes and/or skin contact. This type of emergency can range from a train wreck involving tanker cars, to a fire at one of our local chemical factories, to a small chemical spill in the Biology Lab. If such an emergency should occur, the following will be accomplished:

-
- A horizontal bar chart titled "U.S. should take action to address climate change" showing the percentage of respondents who believe the U.S. should take action to address climate change. The chart is broken down by age group (18-29, 30-49, 50-69, 70+) and gender (Male, Female). The y-axis lists the demographic groups, and the x-axis shows the percentage from 0 to 100. The bars are black, and the chart includes a legend for gender.
- | Age Group | Gender | Percentage |
|-----------|--------|------------|
| 18-29 | Male | ~85% |
| | Female | ~85% |
| 30-49 | Male | ~75% |
| | Female | ~75% |
| 50-69 | Male | ~65% |
| | Female | ~65% |
| 70+ | Male | ~55% |
| | Female | ~55% |

12. Armed Intruder / Active Shooter

Below are protocols for dealing with armed intruders/active shooters. Please realize this will be a very fluid situation which will require you to respond to the situation as it presents itself. These are guidelines and suggestions; you will have to use your personal judgment to respond to the actual situation. Preparing yourself by knowing your options is vital.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

13. Severe Windstorm

The United States Weather Bureau usually forecasts severe windstorms very accurately. If time and conditions permit, emergency dismissal may be implemented prior to an emergency. If high winds develop prior to dismissal, the following will be implemented:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

14. Shelter in Place

It may be necessary to protect students and staff from environmental problems which do not require an evacuation.

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

15. Sudden Flash of Light/Explosions

In case of an explosion, the first evidence may be a sudden extremely intense light. A blast wave may and should be anticipated almost immediately. Act immediately and take a protective position by dropping to your knees, clasp both hands behind your neck, bury your face in your arms, make your body as small as possible, close your eyes, and cover your ears with your forearms. This is called “DROP, COVER, and HOLD.”

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

16. Suicide Attempts & Threats

Suicide is one of the leading causes of death among school age children. Any discussion of suicide or attempt by a student is a strong indication of a problem. Your immediate actions during this time can impact the situation immensely. The following will be accomplished:

- [REDACTED]
- [REDACTED]
- [REDACTED]

- [REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

17. Bullying

Bullying means, “any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of electronic act, as defined, including, but not limited to, sexual harassment, hate violence, or harassment, threats, or intimidation, that has the effect or can reasonably be predicted to have the effect of placing a reasonable pupil as defined*, in fear of harm to that pupil’s or those pupils’ person or property, causing a reasonable pupil to experience a substantial detrimental effect on his or her physical or mental health, causing a reasonable pupil to experience substantial interference with his or her academic performance, or causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities or privileges provided by a school.”

*Reasonable pupil means, “A pupil including but not limited to an exceptional needs pupil who exercises average care, skill and judgment in conduct for a person of his or her age or for a person of his or her age with his or her exceptional needs.”

School personnel who witness acts of bullying shall take immediate steps to intervene when safe to do so. Students who are the targets of bullying, staff, or any community member who has witnessed bullying, shall report the abuse to the Executive Director or Designee, or a trusted school staff member. Staff members, upon receiving a complaint or witnessing bullying, are required to make a report to the Executive Director or Designee. The submission of a Bullying Incident Form is required by the reporting party and will be made available from the Executive Director or Designee. Oral reports shall also be considered official reports. Reports may be made anonymously, but formal disciplinary action may not be based solely on an anonymous report. Both oral and anonymous reports shall be documented and reported by the receiving administrator.

If a student or staff member feels that he/she is the target of cyberbullying, the student or staff member is encouraged to save and print any messages or other posts sent to them that they feel constitutes cyberbullying and to notify a teacher, Executive Director or other employee so that the matter may be investigated.

18. Child Abuse and Neglect Reporting

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

The School will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

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

19. Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

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

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

Pacific View does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other person with which the School does business).

Supervisors and managers are to report any complaints of unlawful harassment to the Executive Director or designee.

When Pacific View receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the Executive Director) or the Executive Director or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. Pacific View is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

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

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

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

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

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

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
- Rape, sexual battery, molestation or attempts to commit these assaults and
- Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
- Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
- Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.

- Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
- Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
- Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
- Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate Pacific View policy.

20. Personal Appearance/Standards of Dress (Prohibit Gang Related Apparel)

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

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

- 1) Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in women's dresses or skirts that are no higher than three (3) inches above the knee.
- 2) Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection. All hats are to be removed upon entering school buildings. For exceptions to this policy, prior approval must be granted by the Executive Director.
- 3) Slacks and shorts are to be worn so that no portion of an undergarment showing. Shorts should be modest in length and should be no higher than three (3) inches above the knee. Sweatpants are not permitted. Leggings can be worn with proper coverage.
- 4) Skirts and dresses should be no higher than three (3) inches above the knee.
- 5) All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage with no cleavage showing. Low cut tops, tops that show bare midriff, halter tops, spaghetti straps, tank tops (2" width strap), and tube tops are not permitted.
- 6) Clothing or jewelry with logos that depict and/or promote gangs, drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
- 7) Appropriate shoes must be worn at all times. No flip flops (rubber beach wear).
- 8) Unnatural hair colors are not permitted
- 9) Facial hair must be appropriately groomed.

21. Dress Code Policy (Student)

The intent of the dress code is to have students wear clothing that is appropriate for school and the learning environment and to prepare them for college and career.

THE FOLLOWING WILL NOT BE ACCEPTABLE AT PVCS:

Beach wear

No pajamas or slippers

Halter tops/tube tops/ spaghetti strap tops

Bare midriffs that show any skin- front or back

Low cut tops (use “L” rule)

Brief shorts/skirts- (arm’s length rule)

See-through outfits

Any skin-tight clothing

Bare feet

Gang related clothing/Clothing with profanity

No undergarments showing

Baggy or sagging clothing

Clothing or products that promote tobacco, alcohol, drugs, gangs or sex

Hats, “doo rags”, sweatshirt hoods, and caps are to be removed while inside PVCS

No wearing of sunglasses while in the building

DRESS CODE ENFORCEMENT:

PVCS staff is expected to enforce the dress code in a fair and consistent manner. If a student violates the dress code, he/she may be asked to leave or be given an oversized cover-up to wear during the appointment time. Should the student come dressed inappropriately a second time, he/she may be asked to leave and the teacher will complete the dress code violation form.

22. Student Discipline Policy and Procedure

The Student Suspension and Expulsion Policy and Procedure have been established to promote learning and protect the safety and well-being of all students at Pacific View Charter School (the “Charter School”). In creating this Policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describes the offenses for which students at noncharter schools may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish its list of offenses and procedures for suspensions, expulsions, and involuntary removal. The language of this Policy is largely consistent with the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions, expulsions, and involuntary removals, and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

Consistent with this Policy, it may be necessary to suspend or expel a student from regular instruction. However, this Policy implements an alternative approach to student discipline to include a restorative, rather than punitive approach. In some cases, over-reliance on punitive measures involving removal, such as out-of-school suspension and expulsion, deprives students of the chance to receive the education and help that they need, making it more likely that they will drop out of school, enter the criminal justice system, and place their future options in jeopardy. The Charter School believes that in some cases, there is a better way to hold students accountable to their actions while providing support systems to keep students in school.

Every student has a right to be educated in a safe and welcoming environment and to be treated in a manner that respects their human dignity and to be free from disparate or discriminatory discipline.

Every educator has a right to be provided with the support and tools to meet the needs of students struggling with social and emotional challenges and to teach in a school environment that provides a structure for teaching and supporting positive behaviors.

The Charter School proposes to adopt the Alternative Student Discipline Implementation Plan, and to develop a Discipline Matrix to guide the actions of all school site leaders with regards to out-of-school suspension or expulsion. This matrix addresses problem school areas (such as the playground) or times of day (such as after lunch), but the elements in this matrix shall be applied equally to all students and data shall be entered and analyzed monthly to ensure equal and objective application. The Executive Director or designee shall review the data entered to ensure that the Matrix is being followed and take appropriate action if discrepancies are found.

Pending adoption of an alternative student discipline program, this policy shall serve as the Charter School's policy and procedures for student suspension, expulsion and involuntary removal and it may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This Policy and its procedures will be printed and distributed annually as part of the Student Handbook which will clearly describe discipline expectations.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, detention during and after school hours, the use of alternative educational environments, suspension and expulsion. Where a student's behavior repeatedly fails to meet the standards established by this Policy, the student may be asked to sign a Behavior Contract. A condition of this contract may require the student to satisfy a minimum number of community service hours at the Charter School as well as complete educational coursework related to specific behaviors.

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

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this Policy and Procedure are available online as well as printed upon request from the Main Office.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

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

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform the student, the student's parent/guardian, or educational rights holder of the basis for which the student is being involuntarily removed and the student's parent, guardian, or educational rights holder's right to request a hearing to challenge the involuntary removal. If a student's parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

Administrative Procedures for Pupil Suspension and Expulsion

A. Definitions (as used in this policy)

1. "Board" means governing body of the Charter School.
2. "Expulsion" means disenrollment from the Charter School due to misconduct.
3. "School day" means a day upon which the Charter School is in session or weekdays during the summer recess.
4. "Suspension" means removal of a pupil from ongoing instruction for adjustment purposes. However, "suspension" does not mean the following:
 - a. Reassignment to another education program or class at the Charter School where the pupil will receive continuing instruction for the length of day prescribed by the Charter School Board for pupils of the same grade level.
 - b. Referral to a certificated employee designated by the Executive Director to advise pupils.
 - c. Removal from the class but without reassignment to another class for the remainder of the class period without sending the pupil to the Executive Director or designee.
5. "Pupil" or "Student" includes a pupil's parent or guardian or legal counsel or other representative.
6. "School" means the Charter School.

B. Grounds for Suspension and Expulsion of Students; Alternatives

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: 1) while on school grounds; 2) while going to or coming from school; 3) during the lunch period, whether on or off the school campus; or 4) during, going to, or coming from a school-sponsored activity.

Alternatives to suspension or expulsion will be first attempted with students who are truant, tardy, or otherwise absent from assigned school activities, and whose conduct does not warrant the use of traditional disciplinary methods. In such cases the student will typically be allowed to avoid out-of-school suspension by agreeing to perform community service and following the other conditions of a behavior contract. Alternative consequences for minor misconduct will be developed further in accordance with the Alternative Student Discipline Implementation Plan.

C. Enumerated Offenses

1. Discretionary Suspension Offenses. Students may be suspended when it is determined the pupil:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. This section shall only apply to students in any of grades 9-12, inclusive.
- l) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold any prescription drugs.

p) Engaged in, or attempted to engage in hazing. For the purposes of this policy, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this policy, “hazing” does not include athletic events or school-sanctioned events.

q) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to pupils in any of grades 4 to 12, inclusive.

s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to pupils in any of grades 4 to 12, inclusive.

t) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to pupils in any of grades 4 to 12, inclusive.

u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following: i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.

ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.

iii. Causing a reasonable student to experience substantial interference with his or her academic performance.

iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2) “Electronic Act” means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

i. A message, text, sound, video, or image.

ii. A post on a social network Internet Web site including, but not limited to:
(a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

(b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above.

“Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii. An act of cyber sexual bullying.

(a) For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(b) For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).

w) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion when it is determined the pupil:

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

b) Brandishing a knife at another person.

c) Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, et seq.

d) Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 of former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

3. Discretionary Expellable Offenses: Students may be recommended for expulsion when it is determined the pupil:

a) Caused, attempted to cause, or threatened to cause physical injury to another person.

b) Willfully used force or violence upon the person of another, except self-defense.

c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.

d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

e) Committed or attempted to commit robbery or extortion.

f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.

g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.

h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.

i) Committed an obscene act or engaged in habitual profanity or vulgarity.

- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this policy, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this policy, “hazing” does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This provision shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating

an intimidating or hostile educational environment. This provision shall apply to pupils in any of grades 4 to 12, inclusive.

t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following: i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.

ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.

iii. Causing a reasonable student to experience substantial interference with his or her academic performance.

iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

i. A message, text, sound, video, or image.

ii. A post on a social network Internet Web site including, but not limited to: (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

(b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii. An act of cyber sexual bullying.

(a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).

x) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion when it is determined pursuant to the procedures below that the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.
- b) Brandishing a knife at another person.
- c) Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, et seq.
- d) Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 of former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

The above list is not exhaustive and depending upon the offense, a pupil may be suspended or expelled for misconduct not specified above.

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or has possessed a firearm or destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

The Charter School will use the following definitions:

- The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.

- The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

- The term "destructive device" means any explosive, incendiary, or poison gas, including but not limited to: (A) bomb, (B) grenade, (C) rocket having a propellant charge of more than four ounces, (D) missile having an explosive or incendiary charge of more than one-quarter ounce, (E) mine, or (F) device similar to any of the devices described in the preceding clauses.

D. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1) Informal Conference

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

The conference may be omitted if the Executive Director or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

2) Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student as well as the date the student may return to school following the suspension. In addition, the notice may also state the time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3) Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Executive Director or designee, the pupil and the pupil's parent/guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parent/guardian, unless the pupil and the pupil's parent/guardian fail to attend the conference.

This determination will be made by the Executive Director or designee upon either of the following determinations: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

4) Homework Assignments During Suspension

In accordance with Education Code Section 48913.5, upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 48913.5(b), if a homework assignment that is requested pursuant to Section 48913.5(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

E. Authority to Expel

As required by Education Code Section 47605(c)(5)(j)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the Charter School Board of Directors upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board of Directors as needed. The Administrative Panel shall consist of at least three (3) members who are certificated and neither a teacher of the pupil nor a member of the Charter School Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

F. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Executive Director or designee determines that the pupil has committed an expellable offense and recommends the student for expulsion.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under the Family Educational Rights and Privacy Act "FERPA") unless the pupil makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;

4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

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

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

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five (5) days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the

support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.

8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.

9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

H. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

I. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

J. Expulsion Decision

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board of Directors, which will make a final determination regarding the expulsion. The final decision by the Board of Directors shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board of Directors is final.

If the Administrative Panel decides not to recommend expulsion, or the Board of Directors ultimately decides not to expel, the pupil shall immediately be returned to his/her previous educational program.

The Board of Directors may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's previous educational program under a probationary status and rehabilitation plan to be determined by the Board. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Board of Directors may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student conduct. If the Board revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Board of Directors shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The Board of Directors shall further comply with the provisions set forth under Education Code Section 48917, except as otherwise expressly set forth herein.

K. Written Notice to Expel

The Executive Director or designee, following a decision of the Board of Directors to expel, shall send written notice of the decision to expel, including the Board of Directors' adopted findings of fact, to the student and the student's parent/guardian. This notice shall also include the following:

- 1) Notice of the specific offense committed by the student, and
- 2) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Executive Director or designee shall send a copy of the written notice of the decision to expel to the Student's District of residence and authorizer. This notice shall include the following: a) The student's name; and b) The specific expellable offense committed by the student.

L. Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

M. No Right to Appeal

The pupil shall have no right of appeal from expulsion from the Charter School as the Charter School Board of Directors' decision to expel shall be final.

N. Expelled Pupils/Alternative Education

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

O. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

P. Readmission or Admission of Previously Expelled Student

The decision to readmit a pupil after the end of the pupil's expulsion term or to admit a previously expelled pupil from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the pupil's expulsion term shall be in the sole discretion of the Board of Directors following a meeting with the Executive Director or designee and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board of Directors following the meeting regarding the Executive Director's or designee's determination. The Board shall then make a final decision regarding readmission or admission of the pupil during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission or admission to the Charter School.

Q. Notice to Teachers

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

R. Involuntary Removal for Truancy

In accordance with Education Code Section 51747 and the Charter School's Board policy on independent study, after missing ten (10) high school or fifteen (15) elementary assignments during any period of five (5) school days an evaluation will be conducted by the Executive Director and/or designee and supervising teacher to determine whether it is in the best interests of the pupil to remain enrolled in independent study. If it is determined that it is not in the student's best interest to remain in independent study, the Charter School may involuntarily remove the student after the Charter School follows the requirements of the Missed Assignment Policy and only after providing notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal as forth herein. Students who are involuntarily removed for truancy shall be given a rehabilitation plan and shall be subject to the readmission procedures set forth herein.

S. Special Procedures for the Consideration of Suspension and Expulsion Involuntary Removal of Students of Students with Disabilities

1. Notification of SELPA

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that the Charter School or the SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent/guardian and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent/guardian and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Executive Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School

supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.

b. The parent/guardian has requested an evaluation of the child.

c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Adopted: 12-07-04 Amended: 7.20.10; 9.18.18; 7.21.2020

Teacher Notification of Dangerous Pupils Procedures

- The Registrar identifies student who have been expelled during the enrollment process
- The Director of Student Services contacts the district for behavior records and expulsion records and rehabilitation plan
- The Executive Director meets with student and parents and recommends enrollment at Pacific View Charter School or an alternative placement
- Student and parent meet with the Board of Director for final approval
- If the student is accepted, teachers are notified and the student may only attend campus while in the presence of the parent until the rehabilitation plan is complete

A Safe and Orderly Environment Conductive to Learning

Pacific View Charter School enforces a strict closed campus rule. This rule is enforced in the interest and safety of students and staff. Students are required to sign in and out at both the reception and the computer lab areas. Students are not permitted to return to PVCS once they leave the school premises each day. Strict observance of this rule will be enforced. Students found in violation of this rule will be documented on a disciplinary form.

Procedure for Conducting Tactical Responses to Criminal Incidents

- Should a staff member witness criminal activity on campus, Administration is notified through the school wide notification system.
- Administration intervenes and assesses the situation and notifies local law enforcement immediately

APPENDIX A

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

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

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

Please review the School's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.

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

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

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

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present _____

Where did the incident(s) occur? _____

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

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

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

Signature of Complainant

Date

Print Name

Received by: _____

Date

APPENDIX B

INTERNAL COMPLAINT FORM

Prior to filing this form, you are required to engage in a good faith meeting with the party involved to attempt to resolve your concern informally.

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present:

Where did the incident(s) occur?

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

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

Signature of Complainant Date: _____

Print Name

To be completed by School:

Received by: _____ Date: _____



PACIFIC VIEW CHARTER SCHOOL

A California Public School

22695 Alessandro Blvd., Moreno Valley, CA 92553 • (951) 697-1990

Comprehensive School Safety and Crisis Response Plan

Pacific View Charter School – Moreno Valley 2021-22

Revised November, 2021
Board Approved:

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Purpose of the Crisis Response Plan

The primary objective of the Pacific View Charter School's Crisis Response Plan is to prepare our students, employees, and visitors to respond in emergency situations. Our goal in crisis response is to minimize injury and loss of life to every Pacific View Charter School student, employee, or visitor. The plan has been revised in order to make it more operational and useful when a crisis is occurring.

Legal Issues/Laws

The moral responsibility during an incident at school often lies with the individual confronted with it. In addition to your moral obligations, you also have legal duties that you will be responsible to know and carry out. These are responsibilities you took on when you became a public employee. The codes listed below are only a sampling of laws and are abbreviated. Refer to the Education Code for more laws and the complete reading of each specific law.

California Government Code 3100

Public employees are disaster service workers, subject to such disaster service activities as may be assigned to them by their superiors or by law. Public employees include all persons employed by a public school district. The law applies to public employees in the following cases:

- 1) When a local or state emergency has been proclaimed
- 2) When a federal disaster declaration has been declared

California Government Code 8607

School districts must respond to disasters using the Standardized Emergency Management System (SEMS), of which the Incident Command System (ICS) is a part. Using SEMS also includes planning, training, and practicing drills.

California Government Code 820, 815.2

Schools have a duty to use reasonable care to protect students from known or foreseeable dangers. A school district and its employees can be held liable for failure to provide such care.

Pacific View Charter School
Statement of Acknowledgement and Responsibility

Explanation:

Acknowledgement of Government Code 3100

Statement of Purpose and Public Responsibility

In the event of a disaster during school hours, every employee has a specific duty to participate in a mobilized team effort to prevent injury and save lives. Every employee is to remain on campus and aid in the supervision of all students and assist in maintaining general safety and well being, per Government Code 3100.

Should a disaster strike during school hours, no employee will leave his/her assignment under any circumstance, unless officially released by the Superintendent, the Principal/Site Administrator, or his/her designee.

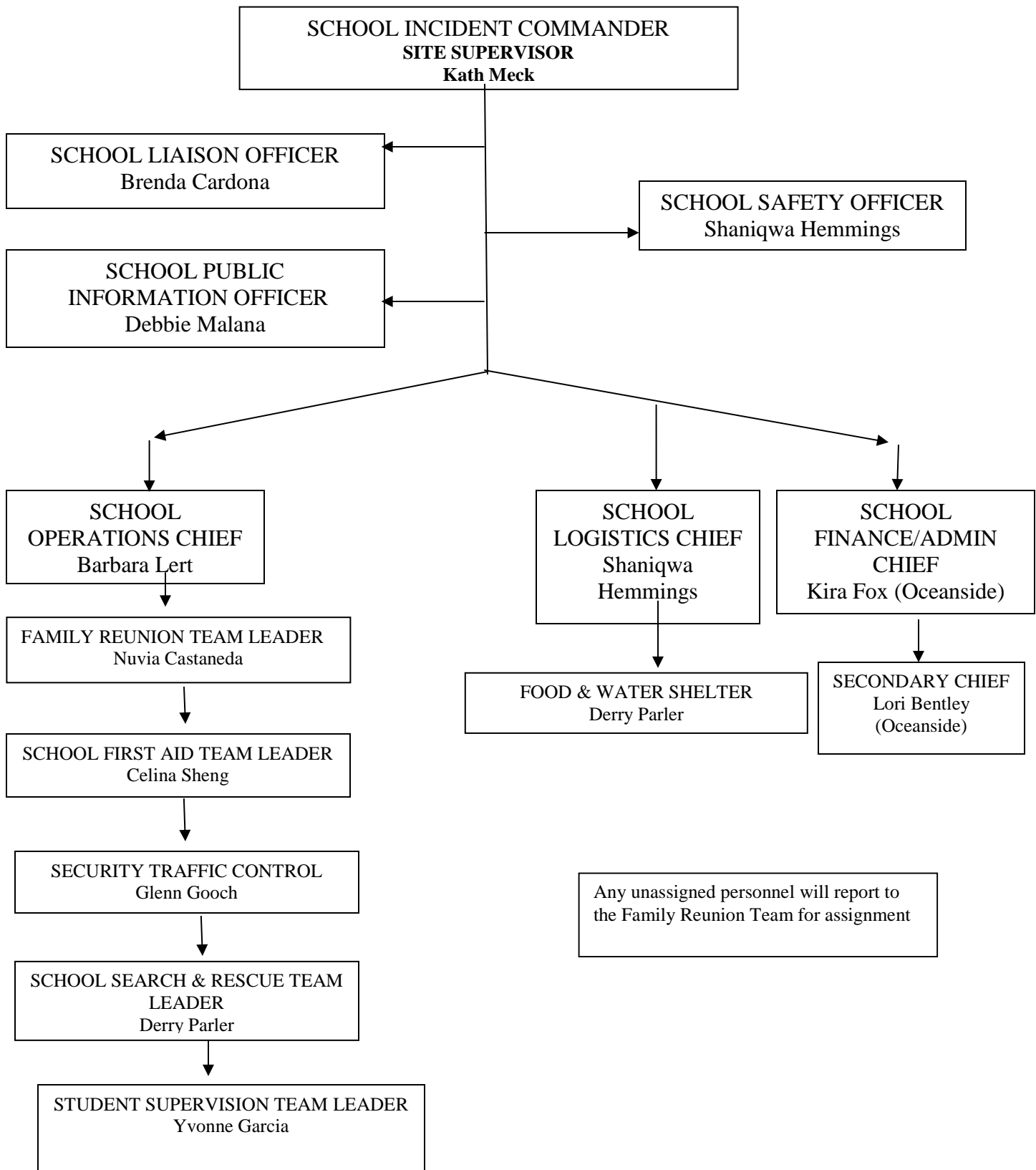
Specific duties will be assigned to all employees, depending on the type of emergency or drill.

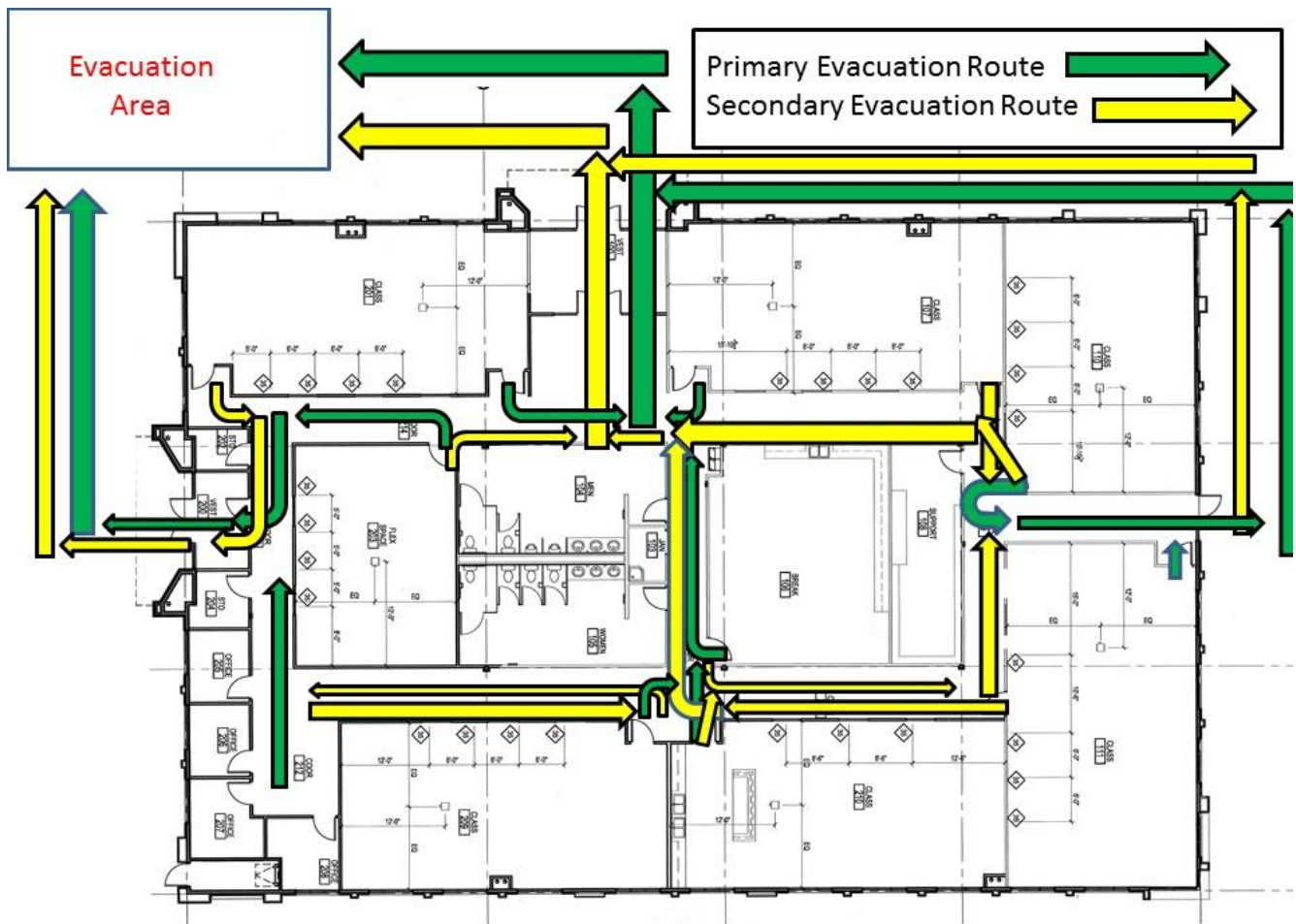
Statement of Acknowledgement & Responsibility

I have read the Crisis Response Plan and understand my responsibilities in relationship to the Pacific View Charter School Crisis Response Plan, as well as the responsibility to inform and educate the students under my charge, to efficiently respond during disaster emergencies and drills contained in the PVCS Crisis Response Plan. Additionally, I have read Government Code 3100 and understand my responsibility as a Disaster Service Worker.

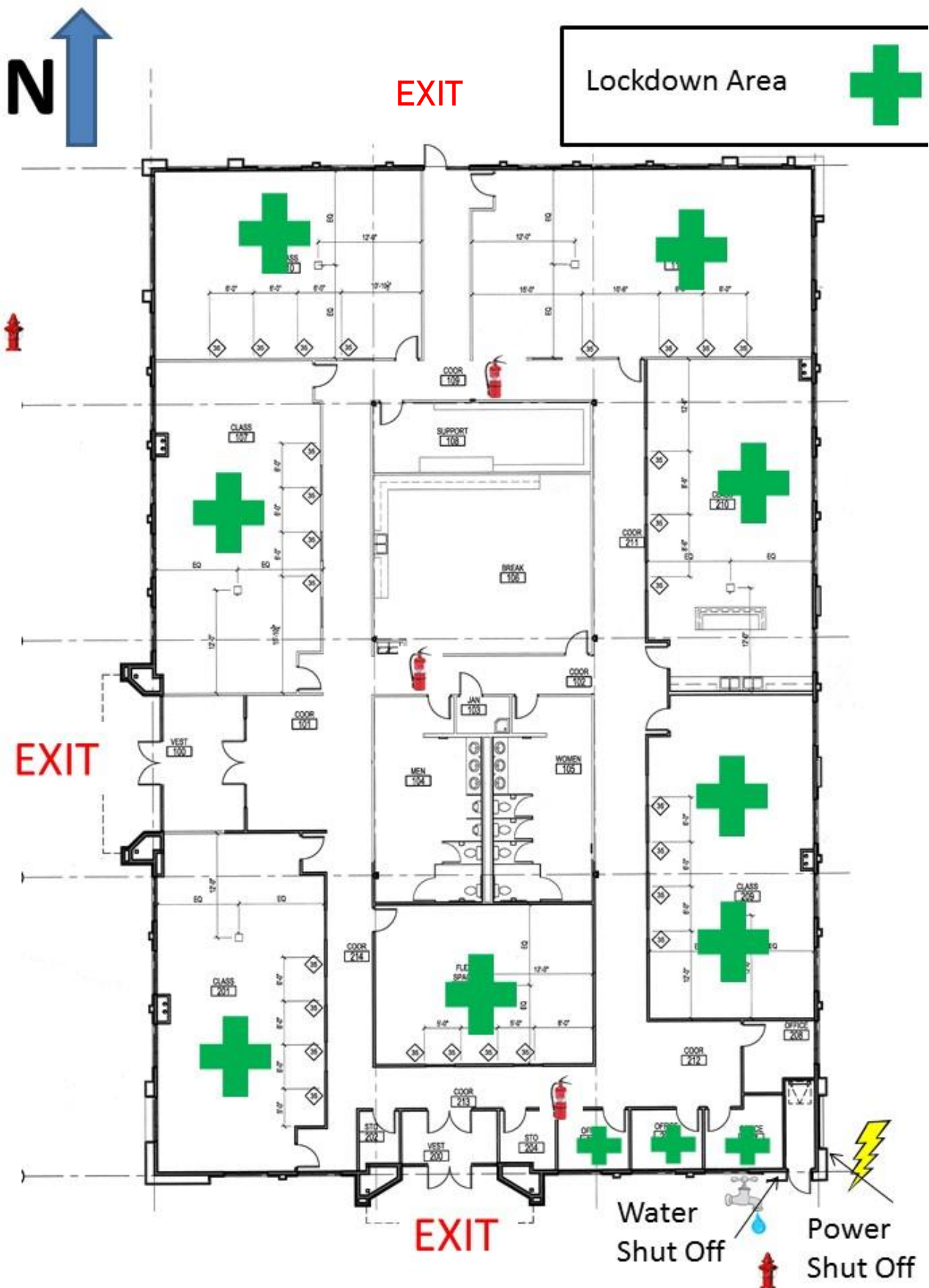
Employee's signature

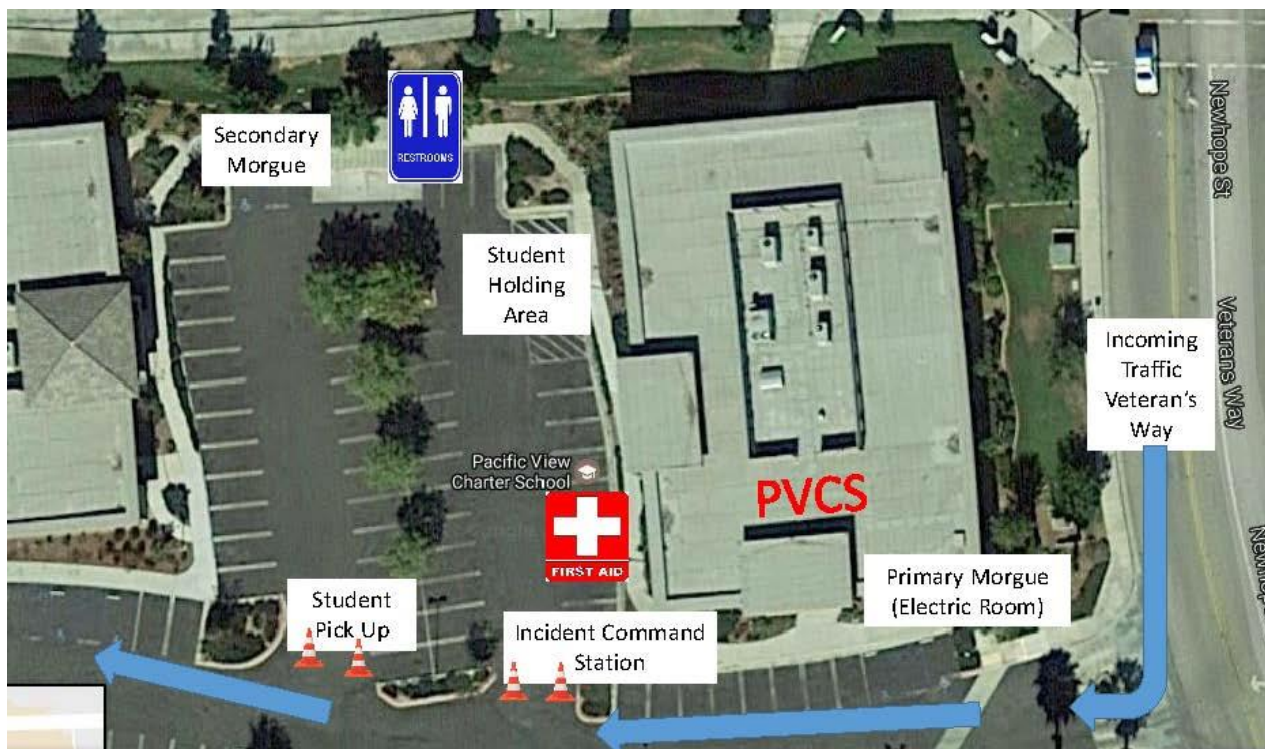
Date





General Evacuation Map





Bomb Threat Telephone Checklist

Pacific View Charter School

<u>Questions to Ask</u>	<u>Exact Wording of the Threat</u>
When is the bomb going to explode?	
Where is it right now?	
What does it look like?	
What kind of bomb is it?	
What will cause it to explode?	
Did you place the bomb?	
Why?	
What is your address?	
What is your name?	

Sex of Caller _____ Race _____ Age _____
 Number at which call was received _____
 Time _____ Date _____

<u>Caller's Voice</u>					
Calm			Nasal		
Angry			Stutter		
Excited			Lisp		
Slow			Raspy		
Rapid			Deep		
Soft			Ragged		
Loud			Clearing Throat		
Laughter			Deep Breathing		
Crying			Cracking Voice		
Normal			Disguised		
Distinct			Accent		
Slurred			Familiar		
Whispered			Childish		

<u>Background Sounds</u>			<u>Threat Language</u>		
Street		Factory		Educated	
Voices		Animal		Foul	
PA System		Long Distance		Incoherent	
Motor		Booth		Irrational	
Static		Clear		Taped	
Office		Loud Music		Being Read	

REPORT INFORMATION IMMEDIATELY TO DIRECTOR OR DESIGNEE.

Pacific View Charter School

Student Accountability Log

Teacher: _____

Date: _____

Suite Number: _____

_____ (check here) ALL STUDENTS ARE PRESENT.

Print below the names of students absent (unaccounted for) at the time of incident. Do Not list the names of students who were absent from school on the day of the incident.

Students Absent:

Names:

Where You Think They Are:

List Students Visiting Your Classroom:

Name:

Teacher:

Pacific View Charter School
Family Reunion Log

DATE: _____

PAGE _____ of _____

Student Name Supervisory Teacher	Released to	Signature	ID Y/N	Time

Pacific View Charter School
First-Aid Activity Log

<i>Date:</i>	<i>Person Reporting:</i>			<i>Page #:</i>
Time In:	Patient Name	Condition: Treatment: Pulse/min: Airway Breathing Respirations/min:	Attend. Staff	Time Out

Injury/Damage Assessment Log

Team Lead: _____

DATE: _____

Team Member: _____

Team Member: _____

<u>Suite Number</u>	<u>Clear (Y/N)</u>	<u>Injured Person(s) Name & Condition</u>	<u>Time</u>	<u>Damage Comments:</u> <ul style="list-style-type: none">• Fire• Hazardous materials• Exposed electricity• Sewer leak• Water leak• Broken glass• Other _____

School Incident Commander

Duty Position Responsibilities: Serves as Chief of Staff for the entire school site. Initiates and manages the school site Incident Command System. Directs the School Command Staff and Section Chiefs.

Initial Steps:

1. **Confirm severity of event** based on initial reports.
2. Direct **call** to appropriate agency (law enforcement, fire dept., district office and/or 911).
3. **Give** appropriate **command** to entire school.
 - Containment
 - Lock down entire school
 - Shelter in Place
 - Evacuation
 - 1) On site
 - 2) Off site by foot
 - 3) Off site by transportation
4. Initiate Incident Command System.

Operational Steps:

1. Establish Incident Command Post.
 - 1) Access 1st Aid Supplies Kit.
 - 2) Read entire School Incident Commander Job Description.
 - 3) Identify yourself as the School Incident Commander (vest/nametag).
 - 4) Establish site communication.
 - 5) Brief Command Staff.
 - Public Information Officer-(**only individual authorized to release information to parents and press**).
 - Liaison Officer
 - Safety Officer
 - 6) Plan periodic briefings (15-30-45-60 minutes).
 - 7) Brief Command Staff of situation assessment and develop an Incident Action Plan.
 - 8) Direct School Response Teams' Chief to deploy other response teams as needed:
 - Search & Rescue Team
 - Family Reunion Team
 - First Aid Team (classified staff, teachers)
 - School Security & Traffic Control Team (classified/teachers)
 - Student Supervision Team (teachers, Student Support Advisor)
 - 9) If students/staff have evacuated direct teachers to take class roll immediately after assembling at evacuation site.

Closure:

1. Submit Activity Log to Finance Chief.
2. Direct Finance Chief to gather all:
 - Incident Action Plans
 - Activity logs from each member of Command Staff and School Section Chiefs
3. Conduct debriefing with command staff, district office and support agencies.
 - What went well?
 - Why did it go well?
 - What didn't go well?
 - Why didn't it go well?
4. Remedial steps and completion dates:
 - 1) _____
 - 2) _____
 - 3) _____
5. Date of follow-up debriefing meeting to discuss completion status of remedial steps: _____

School Liaison Officer

Duty Position Responsibilities: Contact for all off-site responders. Needs to know who is functioning in each leadership role of school's Incident Command System.

Initial Steps:

1. Obtain briefing from School Incident Commander.
2. Access 1st Aid Supplies Kit.
3. Read entire School Liaison Officer Job Description.
4. Identify yourself as School Liaison Officer (vest/nametag).
5. Select place of contact for meeting responding support agencies. (school parking lot, front of school, etc.)
6. Remind all team members to direct the media to the School Public Information Officer for official statements.
7. Know who the School Command Staff & Section Chiefs are during the incident:
 - School Incident Commander _____
 - Public Information Officer _____
 - Safety Officer _____
 - Liaison Officer _____
 - Operations Chief _____
 - Logistics Chief _____
 - Planning Chief _____
 - Finance Chief _____

Operational Steps

1. Maintain coordination with all responding agencies and direct them to appropriate Command Staff Officer and/or Section Chief.
2. Meet for periodic briefings with Command Staff.

Closure

1. Collect and submit Liaison Officer & Student Care activity logs to Finance Chief.
2. Debrief with Command Staff, Section Chiefs, District office and Support Agency.
Discuss:
 - What went well?
 - Why did it go well?
 - What didn't go well?
 - Why didn't it go well?
3. Remedial Steps and completion date(s).
 - 1) _____
 - 2) _____
 - 3) _____
4. Date of follow-up debriefing meeting to discuss complete status of remedial steps:

School Safety Officer

Duty Position Responsibilities: Monitor and assess hazardous and unsafe conditions and develop measures to assure the safety of all staff, campus visitors and volunteers.

Initial Steps:

1. Obtain briefing from School Incident Commander.
2. Access 1st Aid Supplies Kit
3. Read entire School Safety Officer Job Description.
4. Identify yourself as School Safety Officer (vest/nametag).
5. Designate an assistant if necessary.
6. Remind all team members to direct media to School Public Information Officer for official statements.

Operational Steps:

1. Maintain an Activity Log.
2. Identify and report accidents and/or hazardous situations to School Incident Commander.
3. Exercise authority to prevent or stop unsafe acts.
4. Meet for periodic briefings with School Command Staff.
 - Consult with Operations Chief and other School Command Staff regarding safety concerns.

Closure:

1. Collect and submit School Safety Officer Activity Log to School Finance Officer.
2. Debrief with School Command Staff, School Section Chiefs, and support agencies.

Discuss:

 - What went well?
 - Why did it go well?
 - What didn't go well?
 - Why didn't it go well?
3. Remedial Steps and completion dates:
 - 1) _____
 - 2) _____
 - 3) _____
4. Date of follow-up debriefing to discuss completion of remedial step(s):

School Public Information Officer (PIO)

Role and Responsibilities: Collects accurate and complete information regarding the incident at the school site for release to the news media and other appropriate agencies.

Initial Steps:

1. Access 1st Aid Supplies Kit
2. Read entire PIO job description.
3. Obtain briefing from School Commander.
4. Identify yourself as PIO (vest/nametag).
5. Designate a bilingual assistant if needed.
6. Remind all team members to direct the media to the School Information Officer for official statements.
7. Set up Information Center **away** from School Command Post.

Operational Steps:

1. Prepare incident summary report: (attached)
 - 1) Incident cause/time.
 - 2) Number/nature of injuries/damage. **(NO VICTIM NAMES)**
 - 3) School response:
 - Containment
 - Lockdown
 - Shelter in place
 - Evacuation
 - On site
 - Off site
 - 4) School requests to the public.
 - 5) Obtain authorization to release information.
2. Speaking to the media.
 - 1) Media members properly identifiable.
 - 2) Read/translate only approved incident summary report.
(No victim names).
 - 3) Avoid “no comment”. Say “information unavailable”.
3. Keep Activity Log.
4. Attend periodic briefings with School Command Staff.

Closure:

1. Submit Activity Log to Finance Chief.
2. Debrief with the School Command Staff and support agencies.

Discuss:

 - 1) What went well?
 - 2) Why did it go well?
 - 3) What did not go well?
 - 4) Why did it not go well?
3. Remedial steps and completion dates:
 - 1) _____
 - 2) _____
 - 3) _____
4. Date of follow-up debriefing meeting to discuss completion status of remedial steps:

Public Information Officer's Incident Summary Report

Date: _____

Time: _____

1. Incident cause/time _____

2. Number/nature of injuries: (no victim names) _____

3. Nature of damage: _____

4. School Response:

- Containment
- Lockdown
- Shelter in place
- Evacuation location(s) _____

5. Parent/Student Reunification instructions: _____

6. Additional school information/request(s) to the public _____

Incident Commander Signature: _____

Title/Position: _____

Operations Chief

Duty Position Responsibilities: Primary duty is to coordinates and supervises efforts of school emergency response teams:

- Student Supervision Team
(teachers, counselors, psychologist, instructional aides)
- Search and Rescue Team
(teachers)
- Family Reunion Team
(office staff, teachers & Public Information Officer)
- School Security & Traffic Control Team
(Classified, Instructional Aides, teachers)
- First-aid Team
(Any first-aid certified staff)

Secondary duty: Collection, evaluation, dissemination and use of information about the development of the crisis and status of the school staff and site. Makes recommendations that addresses anticipated needs to the School Incident Commander.

Initial Steps:

1. Obtain briefing from School Incident Commander.
2. Access 1st Aid Supplies Kit
3. Read entire Operations Chief Job Description
4. Identify yourself as School Operations Chief (vest/nametag).
5. Designate an assistant if necessary.
6. Remind all team members to direct the media to the School Public Information Officer for official statements.

Operational Steps:

1. Maintain Activity Log.
2. Assign/deploy Response Teams as directed by School Incident Commander.
3. Receive and evaluate situation reports from response team leaders.
4. Meet for periodic reporting & briefing with School Incident Commander.
5. Frequently communicate with school response team leaders to determine any needs for assistance.
6. Assign other specific tasks to available school response leaders.
7. Communicate additional or anticipated needs to Logistics/Supply Chief

Closure:

1. Collect and submit all School Response Teams' Activity Logs to School Finance Officer.
2. Collect and submit School Operations Chief's Activity Log to School Finance Officer.
3. Debrief with School Incident Command Staff, School Section Chiefs, and support agencies. Discuss:

- What went well?
- Why did it go well?
- What didn't go well?
- Why didn't it go well?

4. Remedial steps and completion dates:

- 1) _____
- 2) _____
- 3) _____

5. Date of follow-up debriefing to completion status of remedial step(s): _____

Student Supervision Team Leader

Duty Position Responsibilities: Assume overall responsibility of student evacuation area including student and staff accountability check and Parent/Student Reunion Team/Site.

Initial Steps:

1. Obtain briefing from School Incident Commander or School Response Teams Chief.
2. Access 1st Aid Supplies Kit
3. Read entire Student Supervision Team Leader Job Description
4. Identify yourself as the Student Control Team Leader.
5. Designate an assistant if necessary.
6. Remind all team members to direct the media to the School Information Officer for official statements.

Operational Steps:

1. Maintain Activity Log.
2. Supervise assembly of teachers and students at prearranged positions in the evacuation area.
3. Once in position direct teachers to conduct roll call (attendance). Report the name(s) of any missing students on attendance form to the Response Teams Chief immediately.
4. Once roll call has been completed double up class supervision via teacher/buddy system so released teachers may report to their assigned Response Teams.
5. Deploy and record names of teachers assigned to the Parent/Student Reunification Team.
6. Record names of remaining teachers as the Student Control Team.
7. Direct remaining teachers to send completed attendance forms to Parent & Student Reunification Team Site via runners.
8. Meet for periodic briefings with Response Teams Chief or School Incident Commander.
9. Periodically direct teachers to retake roll (every 30 min.)
10. In the event of a prolonged evacuation communicate anticipated needs such as food, water, shelter, toilet needs to the Logistics/Supply Officer.

Closure:

1. Collect and submit all School Control Team Leader Activity Logs and submit to School Finance Officer.
2. Debrief with School Incident Command Staff, Response Teams Chief, school district office and support agencies. Discuss:
 - What went well?
 - Why did it go well?
 - What didn't go well?
 - Why didn't it go well?
3. Remedial steps and completion dates:
 - 1) _____
 - 2) _____
 - 3) _____
 - 4) _____
 - 5) _____
4. Date of follow-up debriefing to discuss completion status of remedial steps:

Student Supervision Team Managers

Duty Position and Responsibilities: Supervise students in the classroom, evacuation/assembly areas and other duties as assigned.

Initial Steps:

1. When directed or based upon best personal judgment lockdown or evacuate.
2. If evacuating access 1st Aid Supplies Kit.
3. If evacuating ascertain the need for assistance from neighboring teacher (“buddy system”). If a buddy is injured or missing report it to the Student Supervision Team Supervisor immediately after arriving at the evacuation/assembly area.
4. Remind all team members to direct the media to the School Public Information Officer for official statements.

Operational Steps at the evacuation/assembly area:

1. Read entire Student Supervision Team Manager Job Description
2. Identify yourself as a Student Control Team Manager (vest/nametag).
3. Take roll when class reaches evacuation/assembly area. Identify any missing students. Ensure that all students have been visually identified.
4. Turn in roll (attendance) report to the Student Control Teacher Leader. Inform them of any missing students.
5. Periodically recount your students.
6. Keep track of released students.
7. Render first aid or send injured students to first aid station if conditions are safe.
8. Inform Student Control Team Leader of current or anticipated needs such as:
 - Drinking water
 - Food
 - Rest rooms
 - Shelter

Closure:

1. Submit activity logs to Student Control Team Leader.
2. Debrief with Student Control Team Leader. Discuss:
 - What went well?
 - Why did it go well?
 - What didn’t go well?
 - Why didn’t it go well?
3. Remedial steps and completion dates:
 - 1) _____
 - 2) _____
 - 3) _____
4. Date of follow-up debriefing to discuss completion status of remedial steps:

Family Reunion Team Leader

Duty Position Responsibilities: Supervise the Family Reunion Team site and the release of students to authorized adults.

Initial Steps:

1. Access ICP 1st Aid Supplies Kit before evacuating classroom.
2. Obtain briefing & directions from Operations Chief.
3. Read entire Family Reunion Team Leader Job Description
4. Identify yourself as Family Reunion Team Leader (vest/nametag).
5. Designate assistants (other teachers, classified, instructional aides).
6. No team members should make statements to the media. Direct media to School Public Information Officer.
7. Access student emergency or locator cards from front office.
8. Establish the location and set up tables and chairs for the Family Reunion Team/Site.

Operational Steps:

1. Receive all class roll call (attendance) forms.
2. Report missing students and staff to Student Control Team Leader or Response Teams Chief immediately.
3. Maintain Family Reunion Log (page 9).
4. Individuals picking up students **must sign** Family Reunion Log.
5. Use runners (students) or Radio on Channel 2 to locate and summon students.

Closure:

1. Collect and submit all Family Reunion Logs to school attendance clerk or School Finance Officer.
2. Debrief with School Incident Command Staff and support agencies. Discuss:
 - What went well?
 - Why did it go well?
 - What didn't go well?
 - Why didn't it go well?
3. Remedial steps and completion dates:
 - 1) _____
 - 2) _____
 - 3) _____
4. Date of follow-up debriefing to discuss completion status of remedial steps:

School First-Aid Team Leader

Duty Position Responsibilities: Establish the school first-aid center for triage and treatment of injured/ill students and staff. Set up morgue if necessary.

Initial Steps:

1. Obtain briefing from School Response Teams Chief.
2. Access 1st Aid Supplies Kit.
3. Read entire School First-Aid Team Leader Job Description
4. Identify yourself as the Medical Team Leader (vest/nametag).
5. Designate an assistant if necessary.
6. Assemble your medical team with no more than 5 key members who report directly to you.

First-Aid Team Member duties:

- Triage _____
 - Treatment _____
 - Additional Staff if necessary
7. Establish location of first-aid center and confirm location with School Response Teams Chief. Pre-designated areas -- see emergency site map.
 8. Identify first-aid center so location can be seen from a distance.
 9. Gather all first-aid center supplies and take them to designated room(s)/area(s) if necessary. Use medical team members or students to help.
 10. Ensure that student emergency and health cards are at the first-aid center.
 11. Pre-designate a morgue area away and out of sight – see emergency site map.

Operational Steps:

1. Maintain First-Aid Activity Log (page 10).
2. Conduct triage.
3. Supervise treatment of injured by first-aid staff.
4. Make requests for additional supplies/personnel to School Response Teams Chief.
5. Periodically brief Schools Response Teams Chief (every 30 min.).
6. Remind all team members to direct the media to the School Public Information Officer for official statements.
7. If necessary, establish morgue away and out of sight. Cover any victims' bodies.

Closure:

1. Collect and submit all First-Aid Activity Logs to School ~~Response~~ *Operations* Team's Chief.
2. Debrief with First-Aid Team then debrief with School Response Teams Chief. Discuss:
 - What went well?
 - Why did it go well?
 - What didn't go well?
 - Why didn't it go well?
3. Remedial Steps and planned completion dates:
 - 1) _____
 - 2) _____
 - 3) _____
4. Date of follow-up debriefing to discuss completion status of remedial steps:

School Security & Traffic Control

Team Leader

Duty Position Responsibilities: Coordinates security throughout the school during a crisis. Establishes security perimeter around hazardous areas. Establishes security at the Family Reunion Site, school entrances/exits and parking lot.

Initial Steps:

1. Obtain briefing from Schools Response Teams Chief or School Incident Commander.
2. Access 1st Aid Supplies Kit.
3. Read entire School Security & Traffic Control Team Leader Job Description
4. Identify yourself as School Security & Traffic Control Team Leader (vest/nametag).
5. Remind all team members to direct the media to the School Public Information Officer for official statements.

Operational Steps:

1. Maintain Activity Log.
2. Assign School Security Team to establish safety perimeter around hazardous area(s) with yellow caution tape and monitor the area until help arrives.
3. Assign School Security Team to Family Reunion Site.
4. Assign Traffic Control Team to school entrances/exits and parking lot(s).
5. Attempt to maintain normal traffic pattern that is familiar to parents.
6. Guide/direct responding support agencies (law enforcement, fire protection) to School Liaison Officer.
7. Direct parents to Family Reunion Site.
8. Post legible traffic directions to guide motorists.

Closure:

1. Submit Activity Log to School Response Teams Chief.
2. Debrief with School Security & Traffic Control Team members and School Response Teams Chief. Discuss:
 - 1) What went well?
 - 2) Why did it go well?
 - 3) What did not go well?
 - 4) Why did it not go well?
3. Remedial steps and completion dates:
 - 1) _____
 - 2) _____
 - 3) _____
4. Date of follow-up debrief meeting to discuss completion status of remedial steps: _____

School Search & Rescue Team Leader

Duty Position Responsibilities: Supervise a Search & Rescue Team. Search a predetermined area of the school site in an established pattern to find/rescue trapped or injured students/staff and extinguish fires if possible.

Initial Steps:

1. Obtain debriefing from School Response Teams Chief or School Incident Commander.
2. Access 1st Aid Supplies Kit
3. Read entire School Search & Rescue Team Leader Job Description
4. Identify yourself as a Search & Rescue Team Leader (vest/nametag).
5. Access hard hats, safety goggles and gloves (ICS backpack).
6. Remind all team members to direct the media to the School Public Information Officer for official statements.

Operational Steps:

1. Maintain Damage/Injury Assessment Log. School map on reverse side (attached).
2. Access Search & Rescue Team Kit (special equipment).
3. Initiate search of assigned area(s).
4. Searches should be conducted in groups of 2 or 3 members.
5. Searches should be proximal, visual, vocal and auditory.
6. Proceed quietly in order to hear calls for help.
7. Mark each searched room door with the following:
 - Large “X” made from bright colored adhesive tape.
 - Time & date search was completed.
 - Team number
8. Stay within voice contact of your search & rescue members.
9. Request 911 assistance for seriously injured persons. If necessary remove seriously injured persons to the School First-Aid Center.
10. Assist less seriously injured persons toward School First-Aid Center.
11. Deceased victims should be covered and moved out of sight **unless the body is part of a crime scene.** Mark location on school map.
12. Mark unsafe areas using yellow caution tape. Mark location on school map.
13. Report to School Response Teams Chief when search is completed.

Closure:

1. Submit all Damage/Injury Logs to the School Response Teams Chief.
2. Debrief with other Search & Rescue Teams and the School Response Teams Chief. Discuss:
 - 1) What went well?
 - 2) Why did it go well?
 - 3) What didn’t go well?
 - 4) Why didn’t it go well?
3. Remedial steps and planned completion dates:
 - 1) _____
 - 2) _____

- 3) _____
4. Date of follow-up debriefing to discuss completion status of remedial steps:
- _____

School Logistics Section Chief

Duty Position Responsibilities: Manage the teams responsible for providing personnel, equipment, facilities, technical, nutritional and other support to personnel managing a school crisis.

Initial Steps:

1. Obtain briefing from School Incident Commander.
2. Access 1st Aid Supplies Kit.
3. Read entire School Logistics Section Chief Job Description
4. Identify yourself as the Logistics Chief (vest/nametag).
5. Designate an assistant if necessary.
6. Participate in the development of the Incident Action Plan.
7. Remind all team members to direct the media to School Public Information Officer for official statements.

Operational Steps:

1. Maintain Activity Log. Precise information is essential for reimbursement from state and federal governments.
2. Organize and deploy the following when directed by School Incident Commander:
 - Food/Water Team
 - Supply Team
 - Facilities Team
 - Feeding Area
 - Shelter Area
 - Facilities
 - Restroom set up
 - Policing (litter) Patrol
 - Lighting
 - Heating
3. Participate in periodic briefings with command staff and other section chiefs.

Closure:

1. Submit activity log to Finance Chief.
2. Debrief with team members and command staff. Discuss:
 - 1) What went well?
 - 2) Why did it go well?
 - 3) What didn't go well?
 - 4) Why didn't it go well?
3. Remedial steps and completion dates:
 - 1) _____
 - 2) _____

- 3) _____
4. Date of follow-up debriefing meeting to discuss completion remedial status: _____

Food, Water & Shelter Team

Position Duty Responsibilities: Provide food, water and shelter for all staff/students/volunteers at the school site for as long as necessary. May also provide food/water for the community should the school become a community shelter.

Initial Steps:

1. Obtain briefing from Logistics Chief.
2. Access 1st Aid Supplies Kit.
3. Read entire Food/Water Team Job Description..
4. Identify yourself as member of Food, Water & Shelter Team (vest/nametag).
5. Remind team members to direct media to School Public Information Officer for official statements.

Operational Steps:

1. Maintain activity log. Precise accounting is necessary for reimbursement from state and federal government.
 - Number of meals served?
 - Types of meals served?
 - Number of water units bottles served?
 - Amount of water per container?
2. Determine the number of staff needed to operate food, water & shelter team. Involve students if possible.
4. Procure adequate shelter for the situation.
5. Shelter for sanitation/privacy purpose can use 5-gallon buckets with a black plastic liner per individual. Once used each individual should tie each plastic liner with a knot and safely discard it far away, out of sight and down wind from the evacuation area.
6. Metal garbage dumpsters are preferred receptacle for knotted plastic toilet bags.
7. Estimate duration of crisis and ration food/water accordingly to staff/students still on site at time of serving.
8. Determine if food/water will be available from other schools or sources such as the Red Cross.
9. Keep all food/water secured in one area if possible.
10. Determine best method to serve food/water.
11. Establish feeding schedules.
12. Have disposable cups, plates, forks and spoons available.
13. Serve perishable foods first.
14. Purify all drinking water if not already done.
15. Wash hands before food preparation/contact.

16. Keep all garbage and trash in plastic bags away from staff/students.
17. Keep Logistics Chief periodically briefed.

Closure:

1. Submit activity log to Logistics Chief.
2. Debrief with Food/Water Team members and Logistics Chief. Discuss:
 - 1) What went well?
 - 2) Why did it go well?
 - 3) What did not go well?
 - 4) Why didn't it go well?
3. Remedial steps and completion dates:
 - 1) _____
 - 2) _____
 - 3) _____
4. Date of follow-up debriefing meeting to discuss completion status of remedial steps: _____

School Finance/Administrative Chief

Position Duty Responsibilities: Collect all school incident Activity Logs. Determine & submit cost analysis to the School Incident Commander (administration) who then reports to the district office Finance Officer (Business Office).

Initial Steps:

1. Obtain briefing from School Incident Commander.
2. Access 1st Aid Supplies Kit
3. Read entire School Finance/Administrative Chief Job Description.
4. Identify yourself as the Finance Chief (vest/nametag).
5. Designate an assistant if necessary.
6. Remind all team members to direct media to School Public Information Officer for official statements.

Operational Steps:

1. Maintain Activity Log. Precise record keeping will facilitate cost reimbursement from state and federal government.
2. Collect any of the following in reference to the school crisis:
 - Report forms
 - Logs
 - Messages
 - Receipts
 - Accident/illness claims
 - Photographs/videos of damage or relevant details.
7. Hold periodic briefings with the School Incident Commander.
8. Participate in the development of the Incident Action Plan.

Closure:

1. Submit Activity Log to School Incident Commander.
2. Debrief with School Command Staff and support agencies. Discuss:
 - 1) What went well?
 - 2) Why did it go well?
3. Remedial steps and completion dates:
 - 1) _____

- 2) _____
- 3) _____

Specific Crisis Response Procedures

1. Air Pollution

When an air pollution emergency is declared, staff will be notified via email and/or telephone/radio. The severity of the emergency is distinguished by Levels and is usually issued Countywide. Level I is the first stage. The most serious is Level III. In the event of an air pollution emergency, the following will be accomplished:

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

2. Animal Attack or Threat

In the City of Moreno Valley, there are wild animals (i.e. coyotes, opossums, raccoons, snakes, even an occasional mountain lion). It is possible that an animal could attack a child or staff member and cause serious injury or even death. All animals encountered on a school campus

should be considered wild and dangerous. It is also possible a student or staff member could be attacked and bitten by a potentially dangerous loose pet. Faculty and staff should consider all animals observed on a campus as potentially dangerous. Every attempt should be made to keep all students away from animals observed on campus.

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

3. Bees - European Bees, Killer Honey Bees

“Killer” honeybees became established in Texas in 1990 and have spread throughout the Southern California area. “Killer” bees are closely related to the European honeybees and both look similar. “Killer” bees tend to be more aggressive. Caution and a safe distance should be maintained when encountering any type of bees on campus. The following are general safety rules recommended by the U.S. Department of Agriculture and the University of California:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

4. Bomb Threats and Suspicious Packages

5. Civil Disturbance

The school administration should be aware of circumstances that might create civil disturbances or public demonstrations within the school (i.e. student walkout, internal or external incidents, or an outside individual or group that incites student participation in an inappropriate activity). If a civil disturbance does occur, the safety of the students and staff is the first priority and the following should be accomplished:

-

6. Crime Scenes

In the event of a crime on campus, a classroom, a large area of the school, or even an entire campus may become a crime scene. A crime scene is a location, designated by law enforcement, where a crime was committed and where evidence of the crime may be located. Preservation of the crime scene is very important to our judicial system. Every school employee has the responsibility to preserve a crime scene until law enforcement arrives. The following are steps that should be followed at a crime scene:

-
- | Age Group | Should Take Action (%) | Should Not Take Action (%) |
|-----------|------------------------|----------------------------|
| 18-29 | 88% | 12% |
| 30-49 | 85% | 15% |
| 50-69 | 82% | 18% |
| 70+ | 80% | 20% |

7. Earthquakes

Because we live in California, we should not be asking “if it will occur”, but rather, “when will it occur!” Although technological advances have enabled us to learn more about earthquakes, accurate predictions are still in the distant future. If an earthquake should take place during school the following will be accomplished:

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

10. Floods

Moreno Valley has experienced Flash Floods. As a result, flooding occurred and the evacuation of multiple residences and people ensued. We are not exempt from another, possibly more serious occurrence. If flooding should occur on or near PVCS, the following will be accomplished:

[illegible]

11. Hazardous Materials

The major threat from this type of situation is toxic fumes and/or skin contact. This type of emergency can range from a train wreck involving tanker cars, to a fire at one of our local chemical factories, to a small chemical spill in the Biology Lab. If such an emergency should occur, the following will be accomplished:

Category	Should Take Action (%)	Should Not Take Action (%)
All respondents	95	5
Male	93	7
Female	97	3
18-29	98	2
30-49	96	4
50-69	94	6
70+	92	8

12. Armed Intruder / Active Shooter

Below are protocols for dealing with armed intruders/active shooters. Please realize this will be a very fluid situation which will require you to respond to the situation as it presents itself. These are guidelines and suggestions; you will have to use your personal judgment to respond to the actual situation. Preparing yourself by knowing your options is vital.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

13. Severe Windstorm

The United States Weather Bureau usually forecasts severe windstorms very accurately. If time and conditions permit, emergency dismissal may be implemented prior to an emergency. If high winds develop prior to dismissal, the following will be implemented:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

14. Shelter in Place

It may be necessary to protect students and staff from environmental problems which do not require an evacuation.

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

15. Sudden Flash of Light/Explosions

In case of an explosion, the first evidence may be a sudden extremely intense light. A blast wave may and should be anticipated almost immediately. Act immediately and take a protective position by dropping to your knees, clasp both hands behind your neck, bury your face in your arms, make your body as small as possible, close your eyes, and cover your ears with your forearms. This is called “DROP, COVER, and HOLD.”

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

16. Suicide Attempts & Threats

Suicide is one of the leading causes of death among school age children. Any discussion of suicide or attempt by a student is a strong indication of a problem. Your immediate actions during this time can impact the situation immensely. The following will be accomplished:

- [REDACTED]
- [REDACTED]
- [REDACTED]

- [REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

17. Bullying

Bullying means, “any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of electronic act, as defined, including, but not limited to, sexual harassment, hate violence, or harassment, threats, or intimidation, that has the effect or can reasonably be predicted to have the effect of placing a reasonable pupil as defined*, in fear of harm to that pupil’s or those pupils’ person or property, causing a reasonable pupil to experience a substantial detrimental effect on his or her physical or mental health, causing a reasonable pupil to experience substantial interference with his or her academic performance, or causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities or privileges provided by a school.”

*Reasonable pupil means, “A pupil including but not limited to an exceptional needs pupil who exercises average care, skill and judgment in conduct for a person of his or her age or for a person of his or her age with his or her exceptional needs.”

School personnel who witness acts of bullying shall take immediate steps to intervene when safe to do so. Students who are the targets of bullying, staff, or any community member who has witnessed bullying, shall report the abuse to the Executive Director or Designee, or a trusted school staff member. Staff members, upon receiving a complaint or witnessing bullying, are required to make a report to the Executive Director or Designee. The submission of a Bullying Incident Form is required by the reporting party and will be made available from the Executive Director or Designee. Oral reports shall also be considered official reports. Reports may be made anonymously, but formal disciplinary action may not be based solely on an anonymous report. Both oral and anonymous reports shall be documented and reported by the receiving administrator.

If a student or staff member feels that he/she is the target of cyberbullying, the student or staff member is encouraged to save and print any messages or other posts sent to them that they feel constitutes cyberbullying and to notify a teacher, Executive Director or other employee so that the matter may be investigated.

18. Child Abuse and Neglect Reporting

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

The School will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

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

19. Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

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

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

Pacific View does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other person with which the School does business).

Supervisors and managers are to report any complaints of unlawful harassment to the Executive Director or designee.

When Pacific View receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the Executive Director) or the Executive Director or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. Pacific View is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

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

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

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

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

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

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
- Rape, sexual battery, molestation or attempts to commit these assaults and
- Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
- Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
- Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.

- Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
- Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
- Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
- Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate Pacific View policy.

20. Personal Appearance/Standards of Dress (Prohibit Gang Related Apparel) From Staff Handbook

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

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

1. Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in women's dresses or skirts that are no higher than three (3) inches above the knee.
2. Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection. All hats are to be removed upon entering school buildings. For exceptions to this policy, prior approval must be granted by the Executive Director.
3. Slacks and shorts are to be worn so that no portion of an undergarment showing. Shorts should be modest in length and should be no higher than three (3) inches above the knee. Sweatpants are not permitted. Leggings can be worn with proper coverage.
4. Skirts and dresses should be no higher than three (3) inches above the knee.
5. All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage with no cleavage showing. Low cut tops, tops that show bare midriff, halter tops, spaghetti straps, tank tops (2" width strap), and tube tops are not permitted.
6. Clothing or jewelry with logos that depict and/or promote gangs, drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
7. Appropriate shoes must be worn at all times. No flip flops (rubber beach wear).
8. Unnatural hair colors are not permitted
9. Facial hair must be appropriately groomed.

21. Dress Code Policy (Student) From Student Handbook

The intent of the dress code is to have students wear clothing that is appropriate for school and the learning environment and to prepare them for college and career.

THE FOLLOWING WILL NOT BE ACCEPTABLE AT PVCS:

Beach wear

No pajamas or slippers

Halter tops/tube tops/ spaghetti strap tops

Bare midriffs that show any skin- front or back

Low cut tops (use “L” rule)

Brief shorts/skirts- (arm’s length rule)

See-through outfits

Any skin-tight clothing

Bare feet

Gang related clothing/Clothing with profanity

No undergarments showing

Baggy or sagging clothing

Clothing or products that promote tobacco, alcohol, drugs, gangs or sex

Hats, “doo rags”, sweatshirt hoods, and caps are to be removed while inside PVCS

No wearing of sunglasses while in the building

DRESS CODE ENFORCEMENT:

PVCS staff is expected to enforce the dress code in a fair and consistent manner. If a student violates the dress code, he/she may be asked to leave or be given an oversized cover-up to wear during the appointment time. Should the student come dressed inappropriately a second time, he/she may be asked to leave and the teacher will complete the dress code violation form.

22. Student Discipline Policy and Procedure

The Student Suspension and Expulsion Policy and Procedure have been established to promote learning and protect the safety and well-being of all students at Pacific View Charter School (the “Charter School”). In creating this Policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describes the offenses for which students at noncharter schools may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish its list of offenses and procedures for suspensions, expulsions, and involuntary removal. The language of this Policy is largely consistent with the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions, expulsions, and involuntary removals, and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

Consistent with this Policy, it may be necessary to suspend or expel a student from regular instruction. However, this Policy implements an alternative approach to student discipline to include a restorative, rather than punitive approach. In some cases, over-reliance on punitive measures involving removal, such as out-of-school suspension and expulsion, deprives students of the chance to receive the education and help that they need, making it more likely that they will drop out of school, enter the criminal justice system, and place their future options in jeopardy. The Charter School believes that in some cases, there is a better way to hold students accountable to their actions while providing support systems to keep students in school.

Every student has a right to be educated in a safe and welcoming environment and to be treated in a manner that respects their human dignity and to be free from disparate or discriminatory discipline. Every educator has a right to be provided with the support and tools to meet the needs of students struggling with social and emotional challenges and to teach in a school environment that provides a structure for teaching and supporting positive behaviors.

The Charter School proposes to adopt the Alternative Student Discipline Implementation Plan, and to develop a Discipline Matrix to guide the actions of all school site leaders with regards to out-of-school suspension or expulsion. This matrix addresses problem school areas (such as the playground) or times of day (such as after lunch), but the elements in this matrix shall be applied equally to all students and data shall be entered and analyzed monthly to ensure equal and objective application. The Executive Director or designee shall review the data entered to ensure that the Matrix is being followed and take appropriate action if discrepancies are found.

Pending adoption of an alternative student discipline program, this policy shall serve as the Charter School's policy and procedures for student suspension, expulsion and involuntary removal and it may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This Policy and its procedures will be printed and distributed annually as part of the Student Handbook which will clearly describe discipline expectations.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, detention during and after school hours, the use of alternative educational environments, suspension and expulsion. Where a student's behavior repeatedly fails to meet the standards established by this Policy, the student may be asked to sign a Behavior Contract. A condition of this contract may require the student to satisfy a minimum number of community service hours at the Charter School as well as complete educational coursework related to specific behaviors.

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

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this Policy and Procedure are available online as well as printed upon request from the Main Office.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

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

disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform the student, the student's parent/guardian, or educational rights holder of the basis for which the student is being involuntarily removed and the student's parent, guardian, or educational rights holder's right to request a hearing to challenge the involuntary removal. If a student's parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

Administrative Procedures for Pupil Suspension and Expulsion

A. Definitions (as used in this policy)

1. "Board" means governing body of the Charter School.
2. "Expulsion" means disenrollment from the Charter School due to misconduct.
3. "School day" means a day upon which the Charter School is in session or weekdays during the summer recess.
4. "Suspension" means removal of a pupil from ongoing instruction for adjustment purposes. However, "suspension" does not mean the following:
 - a. Reassignment to another education program or class at the Charter School where the pupil will receive continuing instruction for the length of day prescribed by the Charter School Board for pupils of the same grade level.
 - b. Referral to a certificated employee designated by the Executive Director to advise pupils.
 - c. Removal from the class but without reassignment to another class for the remainder of the class period without sending the pupil to the Executive Director or designee.
5. "Pupil" or "Student" includes a pupil's parent or guardian or legal counsel or other representative.
6. "School" means the Charter School.

B. Grounds for Suspension and Expulsion of Students; Alternatives

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: 1) while on school grounds; 2) while going to or coming from school; 3) during the lunch period, whether on or off the school campus; or 4) during, going to, or coming from a school-sponsored activity.

Alternatives to suspension or expulsion will be first attempted with students who are truant, tardy, or otherwise absent from assigned school activities, and whose conduct does not warrant the use of traditional disciplinary methods. In such cases the student will typically be allowed to avoid out-of-school suspension by agreeing to perform community service and following the other conditions of a behavior contract. Alternative consequences for minor misconduct will be developed further in accordance with the Alternative Student Discipline Implementation Plan.

C. Enumerated Offenses

1. Discretionary Suspension Offenses. Students may be suspended when it is determined the pupil:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. This section shall only apply to students in any of grades 9-12, inclusive.
- l) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

o) Unlawfully offered, arranged to sell, negotiated to sell, or sold any prescription drugs.

p) Engaged in, or attempted to engage in hazing. For the purposes of this policy, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this policy, “hazing” does not include athletic events or school-sanctioned events.

q) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to pupils in any of grades 4 to 12, inclusive.

s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to pupils in any of grades 4 to 12, inclusive.

t) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to pupils in any of grades 4 to 12, inclusive.

u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following: i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her

age with exceptional needs) or students in fear of harm to that student's or those students' person or property.

ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.

iii. Causing a reasonable student to experience substantial interference with his or her academic performance.

iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

i. A message, text, sound, video, or image.

ii. A post on a social network Internet Web site including, but not limited to:

(a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

(b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii. An act of cyber sexual bullying.

(a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).

w) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion when it is determined the pupil:

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

b) Brandishing a knife at another person.

c) Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, et seq.

d) Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 of former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

3. Discretionary Expellable Offenses: Students may be recommended for expulsion when it is determined the pupil:

a) Caused, attempted to cause, or threatened to cause physical injury to another person.

b) Willfully used force or violence upon the person of another, except self-defense.

c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.

d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

e) Committed or attempted to commit robbery or extortion.

f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.

g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.

h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.

i) Committed an obscene act or engaged in habitual profanity or vulgarity.

j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.

l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

o) Engaged in, or attempted to engage in hazing. For the purposes of this policy, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this policy, “hazing” does not include athletic events or school-sanctioned events.

p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This provision shall apply to pupils in any of grades 4 to 12, inclusive.

s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to pupils in any of grades 4 to 12, inclusive.

t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following: i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.

ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.

iii. Causing a reasonable student to experience substantial interference with his or her academic performance.

iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

i. A message, text, sound, video, or image.

ii. A post on a social network Internet Web site including, but not limited to: (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

(b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii. An act of cyber sexual bullying.

(a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).

x) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion when it is determined pursuant to the procedures below that the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.
- b) Brandishing a knife at another person.
- c) Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, et seq.
- d) Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 of former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

The above list is not exhaustive and depending upon the offense, a pupil may be suspended or expelled for misconduct not specified above.

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or has possessed a firearm or destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

The Charter School will use the following definitions:

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

D. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1) Informal Conference

Suspension shall be preceded, if possible, by a conference conducted by the Executive Director or designee with the student and his or her parent/guardian and, whenever practical, the teacher,

supervisor or Charter School employee who referred the student to the Executive Director or designee.

The conference may be omitted if the Executive Director or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student’s right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil’s parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil’s parent or guardian at the conference.

2) Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student as well as the date the student may return to school following the suspension. In addition, the notice may also state the time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3) Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Executive Director or designee, the pupil and the pupil’s parent/guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil’s parent/guardian, unless the pupil and the pupil’s parent/guardian fail to attend the conference.

This determination will be made by the Executive Director or designee upon either of the following determinations: 1) the pupil’s presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil’s suspension will be extended pending the results of an expulsion hearing.

4) Homework Assignments During Suspension

In accordance with Education Code Section 48913.5, upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 48913.5(b), if a homework assignment that is requested pursuant to Section 48913.5(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

E. Authority to Expel

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the Charter School Board of Directors upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board of Directors as needed. The Administrative Panel shall consist of at least three (3) members who are certificated and neither a teacher of the pupil nor a member of the Charter School Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

F. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Executive Director or designee determines that the pupil has committed an expellable offense and recommends the student for expulsion.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under the Family Educational Rights and Privacy Act "FERPA") unless the pupil makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;

6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

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

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

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five (5) days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.

8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.

9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

H. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

I. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

J. Expulsion Decision

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board of Directors, which will make a final determination regarding the expulsion. The final decision by the Board of Directors shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board of Directors is final.

If the Administrative Panel decides not to recommend expulsion, or the Board of Directors ultimately decides not to expel, the pupil shall immediately be returned to his/her previous educational program.

The Board of Directors may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's previous educational program under a probationary status and rehabilitation plan to be determined by the Board. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Board of Directors may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student conduct. If the Board revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Board of Directors shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The Board of Directors shall further comply with the provisions set forth under Education Code Section 48917, except as otherwise expressly set forth herein.

K. Written Notice to Expel

The Executive Director or designee, following a decision of the Board of Directors to expel, shall send written notice of the decision to expel, including the Board of Directors' adopted findings of fact, to the student and the student's parent/guardian. This notice shall also include the following:

- 1) Notice of the specific offense committed by the student, and
- 2) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Executive Director or designee shall send a copy of the written notice of the decision to expel to the Student's District of residence and authorizer. This notice shall include the following: a) The student's name; and b) The specific expellable offense committed by the student.

L. Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

M. No Right to Appeal

The pupil shall have no right of appeal from expulsion from the Charter School as the Charter School Board of Directors' decision to expel shall be final.

N. Expelled Pupils/Alternative Education

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

O. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors at the time of the expulsion order, which may

include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

P. Readmission or Admission of Previously Expelled Student

The decision to readmit a pupil after the end of the pupil's expulsion term or to admit a previously expelled pupil from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the pupil's expulsion term shall be in the sole discretion of the Board of Directors following a meeting with the Executive Director or designee and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board of Directors following the meeting regarding the Executive Director's or designee's determination. The Board shall then make a final decision regarding readmission or admission of the pupil during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission or admission to the Charter School.

Q. Notice to Teachers

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

R. Involuntary Removal for Truancy

In accordance with Education Code Section 51747 and the Charter School's Board policy on independent study, after missing ten (10) high school or fifteen (15) elementary assignments during any period of five (5) school days an evaluation will be conducted by the Executive Director and/or designee and supervising teacher to determine whether it is in the best interests of the pupil to remain enrolled in independent study. If it is determined that it is not in the student's best interest to remain in independent study, the Charter School may involuntarily remove the student after the Charter School follows the requirements of the Missed Assignment Policy and only after providing notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal as forth herein. Students who are involuntarily removed for truancy shall be given a rehabilitation plan and shall be subject to the readmission procedures set forth herein.

S. Special Procedures for the Consideration of Suspension and Expulsion Involuntary Removal of Students of Students with Disabilities

1. Notification of SELPA

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that the Charter School or the SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum,

although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent/guardian and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent/guardian and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Executive Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent/guardian has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Adopted: 12-07-04 Amended: 7.20.10; 9.18.18; 7.21.2020

23. Teacher Notification of Dangerous Pupils Procedures

- The Registrar identifies student who have been expelled during the enrollment process
- The Director of Student Services contacts the district for behavior records and expulsion records and rehabilitation plan
- The Executive Director meets with student and parents and recommends enrollment at Pacific View Charter School or an alternative placement
- Student and parent meet with the Board of Director for final approval
- If the student is accepted, teachers are notified and the student may only attend campus while in the presence of the parent until the rehabilitation plan is complete

24. A Safe and Orderly Environment Conductive to Learning

Pacific View Charter School enforces a strict closed campus rule. This rule is enforced in the interest and safety of students and staff. Students are required to sign in and out at both the reception and the computer lab areas. Students are not permitted to return to PVCS once they leave the school premises each day. Strict observance of this rule will be enforced. Students found in violation of this rule will be documented on a disciplinary form.

25. Procedure for Conducting Tactical Responses to Criminal Incidents

- Should a staff member witness criminal activity on campus, Administration is notified through the school wide notification system.
- Administration intervenes and assesses the situation and notifies local law enforcement immediately

APPENDIX A

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

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

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

Please review the School's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.

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

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

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

Your Name: _____ Date: _____

Date of Alleged Incident(s):

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

List any witnesses that were present _____

Where did the incident(s) occur? _____

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

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

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

Signature of Complainant

Date

Print Name

Received by: _____

Date

APPENDIX B

INTERNAL COMPLAINT FORM

Prior to filing this form, you are required to engage in a good faith meeting with the party involved to attempt to resolve your concern informally.

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present:

Where did the incident(s) occur? _____

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

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

Signature of Complainant

Date: _____

Print Name

To be completed by School:

Received by: _____

Date: _____

9.1



Certificated Job Description - Director of Curriculum and Instruction (Exempt)

Description of Position:

The Director of Curriculum and Instruction is directly responsible to the Executive Director and assumes responsibility for leadership of all phases of curriculum and instruction for Pacific View. The Director of Curriculum and Instruction will be a member of the Executive Director's Advisory Leadership Team and ensure that curriculum and instructional practices meets educational expectations, and state standards and graduation requirements.

Essential Duties and Responsibilities include but are not limited to the following:

- Supervises the development of curriculum development process, including program accountability and performance-based assessment the implementation and monitoring of new programs.
- Collaborate with the Director of Student Services to oversee Instructional Practices within school wide Instructional Framework.
- **Oversee and direct instructional coaching for certificated staff and provide input to the Lead Teachers/Site Supervisor for the evaluation of certificated staff.**
- Supervises and evaluates certified and classified personnel as assigned by the Executive Director.
- ~~Guide staff and administration in the development of instructional programs and projects.~~
- ~~Coordinates programs with regional, state and federal requirements/guidelines and oversees compliance with all applicable rules and regulations.~~
- ~~Provide input to Lead Teachers for evaluation of Certificated Staff.~~
- Coordinate professional Lead staff development in curriculum, technology, and instruction.
- Chair Curriculum Committee and meet with various committees to regulate monitor curriculum success efficacy and development.
- Oversee and maintain all curricular technology including online instructional programs and the school's Learning Management System.
- Oversee the development of Develop and maintain up-to-date technology plan.
- Research trends in the use of educational technology and develop cutting edge technology on a continuous basis that can be implemented school wide.
- ~~Direct and oversee implementation of state-of-the-art instructional technology in curriculum.~~
- ~~Direct and monitor the design, development, implementation and continuous improvement of the School's curriculum.~~
- Organize and monitor school wide performance data including local and state assessments and grades and develop reports collection and lead school wide initiatives and reports based on data analysis.
- Organize and coordinate Professional Learning Community (PLC) activities.

- Plan and direct the piloting, evaluation and selection of K-12 textbooks, instructional materials and curriculum.
- Provide leadership to administration and staff in the use of student assessments and test data to define specific student performance standards for academic achievement in content areas throughout the School.
- Collaborate with ~~Education Specialists, School Psychologist and Site-Based Counselor~~ **appropriate staff** to support the instructional practices of Supervisory Teachers, ensuring that student with IEPs, 504s, and SSTs are receiving appropriate modifications and accommodations.
- **Serve as the administrator for IEPs, SSTs, 504 and other meetings as needed.**
- ~~Prepare reports and provide guidance to the Executive Director and Advisory Team concerning state-of-the-art instructional technology, theories, techniques and methodologies.~~
- Coordinate and organize standardized testing in close collaboration with the Director of Student Services.
- Attend High School, **Special Education**, and K-8 weekly meetings to monitor curriculum **and instructional practices** to ensure alignment with state standards.
- Attends parent/community meetings, board meetings and school meetings and makes presentations as appropriate.
- Maintain and monitor school curriculum budget.
- Performs other duties as assigned.
- Work toward team and school goals.
- ~~Performs other duties related to the position.~~
- ~~Work toward team and school goals.~~

Requirements:

Education and Experience:

- Valid California Teaching Credential
- **Valid** Administrative Credential, ~~preferred~~
- Minimum of three years teaching experience and experience in educational leadership

Knowledge, Skills, and Abilities:

- An ability to plan, organize, write with clarity and correctness and work cooperatively with fellow employees, staff, administrators, and parents.

Physical Demands:

- Dexterity of hands and fingers to operate a computer keyboard
- Sitting or standing for extended periods of time
- Hearing and speaking to exchange information and making presentations
- Seeing to read a variety of materials

The amount of time for each activity varies depending on daily work load and priority schedules. Some days, sitting could occur more frequently, and on other days standing and walking could occur throughout the workday. May sit for prolonged time when completing projects; however, standing breaks are encouraged. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Work Environment:

- School office environment in a moderate-to-loud noise level

- Constant interruptions
- Evening or variable hours

Reasoning Ability:

- Prioritize, organize, and multi task.
- Set high-level goals, develop long-range plans, problem-solve, lead and accept personal accountability for moving in the direction of the Executive Director's goals.
- Coach and mentor staff using a reflective approach and dialogue to work collaboratively with other administrative leaders in carrying out the work of the School.
- Interpret, apply and explain rules, regulations, policies and procedures.
- Prepare comprehensive narrative and statistical reports.
- Perform under demanding, often stressful and varied work schedules with the ability to remain flexible and focused with interruptions and distractions.

License:

- Possession of a valid California Driver's License issued by the Department of Motor Vehicles.

Supervisor: Executive Director

WORK YEAR: 248 Days

Board Approved: May 15, 2012

Amended: February 19, 2013
February 18, 2014
February 17, 2015
June 18, 2019

10.1

PACIFIC VIEW CHARTER SCHOOL

Student

Student Policy #16

Promotion/Acceleration/Retention

The Governing Board of Pacific View Charter School expects students to progress through each grade within one school year. To accomplish this, instruction should accommodate the varying interests and growth patterns of individual students and include strategies for addressing academic deficiencies when needed.

Students shall progress through the grade levels by demonstrating growth in learning and meeting grade level standards of expected student achievement that are established by the governing board.

Progress toward high school graduation shall be based on the student's ability to pass the subjects and electives necessary to earn the required number of credits. The student must also meet the minimum proficiency requirements mandated by the State.

Acceleration: Kindergarten through Eighth Grade

When high academic achievement is evident, the teacher ~~and/or parent/guardian~~ may recommend ~~request that a student be considered~~ student for acceleration into a higher grade level. ~~This will trigger the Pacific View Charter School's Grade Acceleration Procedures. Students must meet the Grade Acceleration Criteria for consideration. The student's social and emotional growth shall be taken into consideration in making a determination to accelerate a student. A Student Success Team (SST) meeting will be held to review and recommend the student's acceleration prior to the Director's approval.~~

Retention: Kindergarten

Children five (5) years old or older who have completed one year of kindergarten shall be admitted to first grade regardless of age unless the parent/guardian and the teacher agree that the child be retained in kindergarten for not more than one additional school year.

Whenever a student is retained in kindergarten for an additional year, the Director or designee shall secure an agreement, signed by the parent/guardian, stating that the student shall be retained in kindergarten for not more than one additional school year.

Retention – First through Seventh Grade

Students shall be considered for retention between grades 1-7.

Students shall be identified on the basis of assessment results, grades, and other indicators of academic achievement. As early as possible in the school year, and in the students' school career, the teacher shall identify students who should be retained, and those who are at risk of being retained.

When a student is recommended for retention, or is identified as being at risk for retention, an SST meeting will be held to review and recommend the student's retention prior to the Director's approval.

Appeal to Site Administrator:

A parent or guardian may appeal the retention decision to the school Director. The appeal shall be in writing and shall be made no later than ten (10) days after learning of the decision. The school Director or designee will then investigate the matter and render a decision in a timely manner. The investigation may include interviews of the student, the parent/guardian, any of the student's teachers, and anyone else who may provide information that would assist in rendering a decision.

Appeal to Pacific View Charter School Board:

If the parents or guardians are unhappy with the decision of the school Director, they may appeal the Director's decision to the Board. This appeal shall be in writing and submitted to the Board no later than ten (10) days after receipt of the Director's decision. The Board shall investigate the matter and render an opinion at their next regularly scheduled Board Meeting. The Board shall interview anyone he or she deems appropriate for rendering a decision. The decision of the Board shall be in writing and shall be final.

Throughout the appeal process, the burden shall be on the appealing party to show why the decision of the Director should be overruled.

Retention/Acceleration**: High School (Grades 9-12):**

Progress toward graduation shall be based on the student's ability to pass the assessments, subjects, and electives necessary to earn a minimum number of credits for graduation. The school will endeavor to have all the students meet the State Assessment requirements.

Adopted: February 21, 2006

Amended: