

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/72586734416?pwd=C-CTVkJXpGYhnPoxOIV5696TGRzS-Nu.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, April 19, 2022
3:30pm**

1.0	<u>Call to Order/Roll Call</u>	
2.0	<u>Approval of Agenda</u>	Action
3.0	<u>Pledge of Allegiance</u>	
4.0	<u>Introductions</u>	
5.0	<u>Executive Director's Report</u>	Information
6.0	<u>Treasurer's Report</u>	Information

7.0 Consent Calendar

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 March 15, 2022	Action
8.0	<u>Action/Discussion Items</u>	
8.1	Old Board Governance Policies	
	Staff is recommending retirement of these policies	Action
8.2	New Board Governance Policies	
	Staff is recommending adoption of these policies	Action
8.3	Fiscal Policies Amendments	Action
8.4	Board Warrant Listing March 1, 2022 through March 31, 2022	Action
8.5AB	361Teleconferencing Executive Order N-29-20. The School Board has reconsidered the circumstances of the state of emergency. For the month of May 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	Pacific View Charter By-laws Amendment	Action
8.7	2022-2023 Employee Handbook	Action
8.8	Board Position - Vice Chairman	Action
8.9	Donation - Plum Paper	Action
8.10	Executive Director Transition Plan- June 2022	Action
8.11	Approval of Title Change from Director of Central Office & Finance to Director of Business & Operations in All Charter School Policies and Documents	Action
9.0	<u>Curriculum</u>	
9.1	2022-2023 Edgenuity Chemistry A&B Course Outlines	Action
10.0	<u>Board Staff Discussion</u>	
11.0	Adjournment	

6.0

PACIFIC VIEW CHARTER SCHOOL

Treasurer's Report

April 19, 2022 Board Meeting

2021/22 - Charter Schools Enterprise Fund 62-00 & Capital Outlay Fund 62-01

Statement of Activities for the Period Ending March 31, 2022

Revenues			2021/22	2021/22	# Year-to-Date		%
Object	Resource	Description	Adopted Budget	Revised Budget	7/1/21-3-31-2022 Transactions	Remaining Budget	Budget Remaining
8011	0000	Local Control Funding Formula	4,301,329	4,824,079	3,934,134	889,945	18%
8012	1400	Education Protection Act	1,727,083	1,443,060	1,300,290	142,770	10%
8096	0000	Transfer to Charter School Revenue In-Lieu Prop '	2,577,567	2,837,007	2,348,277	488,730	17%
8550	0000	Mandated Cost Reimbursement	25,000	29,492	29,492		
8560	1100	Lottery	113,535	113,535	88,899	24,636	22%
8560	6300	Restricted Lottery	37,088	37,088	13,268	23,820	64%
8590	0000	All Other State Revenue	2,000	145,812	143,812	2,000	1%
8660	0000	Interest	8,000	17,183	17,183	0	0%
8792	6500	Special Education	550,421	625,127	449,564	175,563	28%
8181	3310	IDEA Fed Special Ed Funds		83,464	4,714	78,750	94%
8699	0000	All Other Local Revenue	2,000	22,427	22,427	0	0%
8699-003	0000	CSFA-ASAP Bridge Loan		221,911	221,911	0	0%
Grand Total All Revenues:			9,344,023	10,400,185	8,573,971	1,826,214	18%

Expenditures							
Object		Certificated Personnel Salaries					
1100	Teacher	3,139,780	2,741,105	2,014,227	726,878	27%	
1300	Supervisors and Administrators	617,890	872,972	600,500	272,472	31%	
1900	Other Certificated	0	0	0	0	0%	
Total Certificated Personnel Salaries:		3,757,670	3,614,077	2,614,727	999,350	28%	

PACIFIC VIEW CHARTER SCHOOL

Treasurer's Report

April 19, 2022 Board Meeting

2021/22 - Charter Schools Enterprise Fund 62-00 & Capital Outlay Fund 62-01 Statement of Activities for the Period Ending March 31, 2022

<u>Object</u>	<u>Description</u>	2021/22	2021/22	Year-to-Date	Remaining	%
		Adopted Budget	Revised Budget	7/1/21-3-31-2022 Transactions	Budget	Budget Remaining
	<u>Classified Personnel Salaries</u>					
2100	Instructional Aides	521,124	543,772	309,862	233,910	43%
2300	Supervisors and Administrators	155,033	176,826	135,986	40,840	23%
2400	Clerical, Technical and Office	474,422	454,151	319,886	134,265	30%
2900	Other Classified Salaries	0	0	0	0	0%
	Total Classified Personnel Salaries:	1,150,579	1,174,749	765,734	409,015	35%
	<u>Total Employee Benefits:</u>	1,716,560	1,765,452	1,142,824	622,628	35%
	<u>Books and Supplies</u>					
4100	Textbooks	26,440	49,300	22,105	27,195	55%
4200	Books and Other Reference Materials	0	0	0	0	0%
4300	Materials and Supplies	339,121	315,407	85,236	230,171	73%
4400	Non Capitalized Equipment	0	0	0	0	0%
	Total Books and Supplies:	365,561	364,707	107,342	257,365	71%
	<u>Services and Other Operating Expenditures</u>					
5200	Travel and Conferences	14,947	108,440	7,950	100,490	93%
5300	Dues and Memberships	19,086	26,892	19,458	7,434	28%
5500	Operations and Housekeeping Services	75,872	63,710	46,249	17,461	27%
5600	Rentals, Leases, Repairs, and Non capitalized Improvements	0	0	0	0	0%
5800	Professional Consulting Services & Operating Expenses	1,172,272	2,872,664	2,142,297	730,367	25%

PACIFIC VIEW CHARTER SCHOOL

Treasurer's Report

April 19, 2022 Board Meeting

2021/22 - Charter Schools Enterprise Fund 62-00 & Capital Outlay Fund 62-01 Statement of Activities for the Period Ending March 31, 2022

	<u>Description</u>	2021/22 Adopted Budget	2021/22 Revised Budget	Year-to-Date 7/1/21-3-31-2022 Transactions	Remaining Budget	% Budget Remaining
<u>Object</u>	<u>Services & Other Operating Expenses (con't)</u>					
5900	Communications	23,947	21,550	14,772	6,778	31%
	Total Services & Other Operating Expenses:	<u>1,306,124</u>	<u>3,093,256</u>	<u>2,230,726</u>	<u>862,530</u>	<u>28%</u>
6XXX	<u>Capital Outlay</u>	0	0	0	0	0%
7619	<u>Other Outgo and Transfers Out</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0%</u>
	Grand Total All Expenditures:	<u>8,296,494</u>	<u>10,012,241</u>	<u>6,861,353</u>	<u>3,150,888</u>	<u>31%</u>
	Beginning Fund Balance	6,560,279	6,560,279			
	Increase/Decrease	1,047,529	387,944			
	Ending Fund Balance	7,607,808	6,948,223			
	Reserve for Revolving Cash	700	700			
	Designated for Economic Uncertainties	248,895	300,367			
	Deferred Maintenance Reserve	50,000	50,000			
	Facilities/Architect	50,000	50,000			
	Facilities Reserve	217,000	217,000			
	Land/Bldg/Deprec/Comp Absence/Growth	6,615,180	5,904,123			
	Long Term Debt Reserve (Building)	217,571	217,571			
	Long Term Debt Reserve (Automobile)	8,462	8,462			
	STRS/PERS Unfunded Liability	200,000	200,000			

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 March 15, 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, Trustee Sanchez present.

2.0 Approval of Agenda

Moved by Chair Walters and seconded by Trustee Sanchez to approve the agenda as presented.

AYES: Walters, Sanchez

NOES: None

ABSTAIN: None

ABSENT: None

3.0 Pledge of Allegiance

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

4.0 Public Comment - None

5.0 Introductions – Gayl Johnson, Director of Student Services; Kathy Meck, Site Supervisor Moreno Valley; Diane Gibson, Lead High School Teacher; Lori Bentley, HR& Business Services Coordinator; Geoff Weeks, Lead Teacher Elementary; Erin Gorence, Director of Curriculum, Julie Walley

6.0 Executive Director's Report

- ✚ WASC has approved our school for another 6 years with a 3 year Mid-term meeting.
- ✚ DEA- Second presentation of drug trends facing SD youth took place on Feb 17.
- ✚ February- PE testing, ELPAC testing & make ups and Black History month.
- ✚ There were two presentations for High School students about Human Trafficking.
- ✚ There was a full time Science Teacher that has been hired for the 2022-2023 school year.
- ✚ Enrollment- K-8 120 & 348 HS Oceanside and K-8 51 & HS 104 Moreno Valley
Total: 623 we have shown some growth but will continuing to see growth that is unusual for this time of year for our program.

7.0 Treasurer's Report

8.0 Consent Calendar

8.1 Moved by Chair Walters & seconded by Trustee Sanchez to approve the Consent Calendar as presented.

AYES: Walters, Sanchez

NOES: None

ABSTAIN: None

ABSENT: None

9.0 Action/Discussion Items

9.1 The Board was informed that Eve Meyer and Candice Weber submitted their resignations from the board.

9.2 Moved by Trustee Sanchez and seconded by Chair Walters to approve the Board application for Julie Walley as presented.

AYES: Walters, Sanchez

NOES: None

ABSTAIN: None

ABSENT: None

9.3 Moved by Chair Walters and seconded by Trustee Sanchez to approve the Board Warrant Listing for the month of February as presented.

AYES: Walters, Sanchez

NOES: None

ABSTAIN: None

ABSENT: None

9.4 Moved by Chair Walters and seconded by Trustee Sanchez to approve teleconferencing for the month of April as presented.

AYES: Walters, Sanchez

NOES: None

ABSTAIN: None

ABSENT: None

10.0 Curriculum

10.1 Moved by Trustee Sanchez and seconded by Chair Walters to approve the Classified Initial Placement on Salary Schedule – New Employees as presented.

AYES: Walters, Sanchez

NOES: None

ABSTAIN: None

ABSENT: None

10.2 Moved by Chair Walters and seconded by Trustee Sanchez to approve the amendment for the Certificated Initial Placement on Salary Schedule – New Employees as presented.

AYES: Walters, Sanchez

NOES: None

ABSTAIN: None

ABSENT: None

10.3 Moved by Chair Walters and seconded by Trustee Sanchez to approve the Marketing & Communications Specialist Job Description as presented.

AYES: Walters, Sanchez

NOES: None

ABSTAIN: None

ABSENT: None

10.4 Moved by Chair Walters and seconded by Trustee Sanchez to approve Director of Business and Operations Job Description as presented.

AYES: Walters, Sanchez

NOES: None

ABSTAIN: None

ABSENT: None

10.5 Moved by Trustee Sanchez and seconded by Chair Walters to approve amendment to the Hourly Special Education 1.1 Instructional Aide Job Description as presented.

AYES: Walters, Sanchez

NOES: None

ABSTAIN: None

ABSENT: None

10.6 Moved by Chair Walters and seconded by Trustee Sanchez to approve amendment to Special Education 1.1 Instructional Aide Job Description as presented.

AYES: Walters, Sanchez

NOES: None

ABSTAIN: None

ABSENT: None

10.7 Moved by Trustee Sanchez and seconded by Chair Walters to approve the elimination of the Hourly Enrichment/Intervention Instructor Job Description.

AYES: Walters, Sanchez
NOES: None
ABSTAIN: None
ABSENT: None

10.8 Moved by Chair Walters and seconded by Trustee Sanchez to approve the 2022-2023 classified Salary Schedule as presented.

AYES: Walters, Sanchez
NOES: None
ABSTAIN: None
ABSENT: None

10.9 Moved by Chair Walters and seconded by Trustee Sanchez to approve the amendment to the Executive Leadership Salary Schedule as presented.

AYES: Walters, Sanchez
NOES: None
ABSTAIN: None
ABSENT: None

11.0 Board Staff Discusstion

Chair Walters again welcomed Ms. Julie Walley as the new Board Trustee and looks forward to her attendance at the April Board Meeting.

11.0 Adjournment - Chair Walters adjourned the meeting at 4:30 p.m.

8.1

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Pacific View Charter School

Board Governance

Board Policy #1

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

Role of the Governing Board

The Board’s primary roles include:

1. Adopting, evaluating and updating policies consistent with the law and the School vision and goals.
2. Providing direction to administration pursuant to established policies.
3. Communicating a common vision.
4. Operating openly, with trust and integrity.
5. Governing in a dignified and professional manner, treating everyone with civility and respect.
6. Involving the community, parents/guardians, students and staff in developing a common vision for the School focused on learning and achievement and responsive to the needs of all students.
7. Maintaining accountability for student learning by adopting the School curriculum and monitoring student progress.
8. Hiring and supporting the Executive Director so that the vision, goals and policies of the School can be effectively implemented.

9. Conducting regular and timely evaluations of the Executive Director based on the vision, goals and performance of the School, and ensuring that the Executive Director holds school personnel accountable.
10. Adopting a fiscally responsible budget based on the School vision and goals, and regularly monitoring the fiscal health of the School.
11. Ensuring that a safe and appropriate educational environment is provided to all students.
12. Convening as a judicial and appeals body and serve as the final decision-maker in accordance with law, board policies and negotiated agreements.

The Role of the Executive Director

The Executive Director's primary roles include:

1. Promoting the success of all students and supporting the efforts of the Board to keep the School focused on learning and achievement.
2. Valuing, advocating and supporting the School and all stakeholders.
3. Recognizing and respecting the differences of perspective and style on the Board and among staff, students, parents and the community and ensuring that the diverse range of views inform Board decision.
4. Acting with dignity, treating everyone with civility and respect, and understanding the implications of demeanor and behavior.
5. Serving as a model for the value of lifelong learning and supporting the Boards continuous professional development.
6. Working with the Board as a governance team and assuring collective responsibility for building a unity of purpose, communicating a common vision and creating a positive organizational culture.
7. Understanding that authority rests with the Board as a whole: providing guidance to the Board to assist in decision-making; and providing leadership based on the direction of the Board as a whole.

8. Understanding the distinction between Board and staff roles, and respecting the role of the Board as the representative of the community.
9. Communicating openly with trust and integrity including providing all members of the Board with equal access to information, and recognizing the importance of both responsive and anticipatory communications.
10. Accepting leadership responsibility and accountability for implementing the vision, goals and policies of the School.

The Role of Individual Board Members

Each individual Board member shall:

1. Keep learning and achievement for all students as the primary focus.
2. Recognize and respect differences of perspective and style on the Board and among staff, students, parents and the community.
3. Act with dignity and understand the implications of demeanor and behavior.
4. Keep confidential matters confidential.
5. Participate in professional development and commit the time and energy necessary to be an informed and effective leader.
6. Understand the distinctions between Board and administration roles, and refrain from performing management functions that are the responsibility of the Executive Director and staff.
7. Comply with legal responsibilities related to conflicts of interest.
8. Understand that authority rests with the Board as a whole and not with individuals.

Adopted: Board Approved 10-05-04

Amended:

Pacific View Charter School

Board Governance

Board Policy #2

Powers and Duties of the Board of Trustees

The Board shall not be bound in any way by any statement or action on the part of individual members, except when such statement or action is in pursuance of specific instructions of the Board of Trustees.

The primary powers and duties of the Board are as follows:

General Administration

A. Chief Executive Officer

1. The Board selects and evaluates the chief executive officer (per the applicable employment contract or other agreement), hereinafter referred to as the Executive Director, and supports the Executive Director in the discharge of all primary duties.
2. The Board consults with the Executive Director on his or her recommendations and acts upon them.

B. Control

The Board exercises control of the School in accordance with the constitution and applicable laws and regulations.

C. Policies

The Board establishes policies and appraises the effectiveness of the execution of such policies.

D. Calendar

The Board of Trustees approves the annual calendar.

Business

A. Budget

The Board considers the annual budget prepared by the Business Manager and approves the annual operating budget resulting from such consideration.

B. Accounting

The Board provides for the establishment of necessary procedures to assure proper accounting of receipts, disbursements and balances and considers reports on the financial condition of the school.

C. Audit

The Board provides for periodic audits of funds of the School as required by law, including funds of student body organizations.

D. Expenditures

The Board authorizes the Executive Director or designee to approve expenditures in accordance with the budget.

Curriculum

A. Course of study

The Board approves courses of study for the School upon consideration of the recommendation of the Executive Director.

B. Progress Reports

The Board requires and discusses reports of the Executive Director concerning the educational progress of the school.

Personnel

A. Appointment

The Board delegates to the Executive Director the authority to supervise, hire and terminate all personnel.

B. Salaries

The Board has the final authority to establish salary schedules. The Executive Director should be able to give merit increases and set salary levels within ranges approved by the board.

Plant Facilities

A. Adequacy of Facilities

The Board is responsible for overseeing the provision of housing, equipment, supplies and other facilities for the operation of the School.

B. Capital Outlay

The Board confers with the administration, to make final determination relative to matters of capital outlay over \$5,000.00 with special reference to buildings, sites, major improvements and equipment, upon recommendation of the Executive Director.

Public Relations

The Board, recognizing public relations are the result of the actions and statements of the Board and the Executive Director and other employees of the School, hears communications, written and/or oral, from citizens and organizations on matters of administration, finance, organization, policy and program.

Adopted: Board Approved 10-05-04

Amended: 08-17-10

Pacific View Charter School

Board Governance

Board Policy #3

Annual Organizational Meeting

Time for Meeting

The Board shall meet at least once annually within thirty-days (30) of the beginning of the Academic school year for the purpose of reorganizing the Board.

Order of Business

The order of business at this meeting shall be:

- A. Call to order.
- B. Elect President.
- C. Elect Vice President.
- D. Set regular meetings (time, place and day).
- E. Elect any representatives to serve on any applicable advisory boards and/or committees as appropriate.
- F. Recognize departing Board members.
- G. Readopt in resolution form School policy regarding the Board's Code of Ethics.
- H. Such other business as may be determined to be necessary by the Board.
- I. Adjournment.

Adopted: Board Approved 10-05-04

Amended:

Pacific View Charter School

Board Governance

Board Policy #4

Procedure for Policy Adoption

The successful operation of the School requires that the actions of the Board and administrative staff be known and understood by the students, employees, and members of the community. These groups as well as individuals should also have an opportunity to affect School action.

The process for adoption and publication of policies in the School includes the following elements:

Adoption, Revision and Repeal of Policies

Policies shall ordinarily be submitted to the Board at a regular or special school board meeting and shall be adopted, revised or repealed by a majority vote.

The adoption, revision or repeal of policy shall be made in an open and public manner at a regular or special charter school board meeting.

Communication and Public Involvement in Policy Adoption

An opportunity for interested parties to be heard before adoption, revision or repeal of policy shall be made.

Retention and organization of adopted policies, rules, regulations and procedures shall be made in a practical and useful manner.

Publication and availability of all policies, currently in effect within the School, shall be made to any interested person during the regular business hours of the School.

Adopted: Board Approval 10-05-04

Amended:

Pacific View Charter School

Board Governance

Board Policy #5

Code of Ethics for Board Members

As a member of the Board, I shall promote the best interests of the School as a whole and, to that end, shall adhere to the following ethical standards.

Equity in Attitude

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

Trustworthiness in Stewardship

- I will be accountable to the public by representing School policies, programs, priorities, and progress accurately.
- I will be responsive to the community by seeking its involvement in School affairs and by communicating its priorities and concerns.
- I will work to ensure prudent and accountable use of School resources.
- I will make no personal promise or take private action that may compromise my performance or my responsibilities.

Honor in Conduct

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

Integrity of Character

- I will refuse to surrender judgment to any individual or group at the expense of the School as a whole.
- I will consistently uphold all applicable laws, rules, policies, and governance procedures.
- I will not disclose information that is confidential by law or that will needlessly harm the School if disclosed.

Commitment to Service

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

Student-Centered Focus

- I will be continuously guided by what is best for all students of the School.

Adopted: Board Approval 10-05-04

Amended:

Pacific View Charter School

Board Governance

Board Policy #6

Regular and Special School Board Meetings

Regular Meetings

Regular meetings of the Board shall be held consistent with the calendar for such meetings as established by the Board each year.

If at any time any regular meeting falls on a holiday, (Federal, State or local), such regular meeting shall be held on the next business day.

Special Meetings

Special Meetings may be called on an as-needed basis, consistent with legal requirements.

Notification of Meetings

Not later than 72 hours prior to a regular meeting and not later than twenty-four (24) hours prior to a Special Meeting, the Director of the School shall provide notice of the time and place of the meeting, and the agenda shall be provided to all Board members and those persons or entities who have previously requested notice of such meetings.

Meetings Open to the Public

A. Open Session

All meetings of the Board shall be open to the public and the press except Closed Sessions, as authorized by law.

B. Presentations to the Board/Agenda Items

Any person may address the Board concerning any item on the agenda and may, at the discretion of the Board, be granted five minutes to make a presentation to the Board at the time the specific items is under discussion. The President of the Board may grant additional time for an individual to address the Board if circumstances permit. The total time devoted to presentations to the Board on agenda items shall not exceed one-half hour unless additional time is granted by the Board. The President may curtail individual presentations if repetitive of points raised by others, particularly if it appears the total allotted time may be exceeded.

All presentations shall be heard by the Board prior to the formal discussion of the agenda topic by the Board and consideration of action.

C. Oral Communications

Citizens may address the Board on any item not listed on the Board meeting agenda. Speakers will be limited to three (3) minutes. No more than a total of fifteen (15) minutes shall be devoted to all non-agenda items at a regular meeting. The President may disallow a request to address the Board if repetitive of other speakers, or if the speaker seeks to make a presentation that he or another speaker has made at a previous meeting, particularly if it appears that the total allotted time may be exceeded.

Citizens desiring Board action on an item are encouraged to seek placement of the issue on the Board agenda in accordance with policy rather than presenting the matter during "Oral Communications." This will facilitate discussion and expedite resolution.

D. Disruptions of Meetings

Any person who willfully disrupts any Board meeting will be asked to leave immediately and may be guilty of a misdemeanor punishable by law.

E. Requests to Address the Board

Prior to the beginning of the meeting, citizens seeking to address the Board on an item on the agenda or during time allocated for oral communications shall complete the card, "Request to Address the Board" (located in the Board Meeting Room), and give it to the School Board President or Secretary to the Board.

Minutes of Board Meetings

The minutes of open session meetings of the Board shall record all motions, show the names of Board members making and seconding motions and state the vote upon the motion. The minutes shall follow the generally accepted pattern in form.

The following documents shall be bound with the official minutes and referred to in the text of the minutes to which they apply:

- Original copies of all resolutions unless required by other agencies, in which case photocopies of the originals may be substituted;
- Copies of any document determined by the Board of Trustees to be attached to the official minutes; and
- Other documents, which, in the opinion of the Secretary are necessary to fully substantiate or record Board of Trustee action.

In addition to the official minutes, an additional copy of all minutes and attached documents shall be maintained in the office of the Secretary of the Board.

Quorum Requirements

A majority of the voting members of the Board shall constitute a quorum of Board, which is necessary for the Board to transact business. All motions, in order to pass, need positive action by at least a majority of the Board. Should there be fewer than a majority of the Board present at any meeting, the meeting shall be adjourned.

Adopted: Board Approval 10-05-04

Amended:

Pacific View Charter School

Board Governance

Board Policy #7

Governing Board Meeting Agendas and Supporting Information

Preparation of School Board Agenda

The Director and Board President will review a draft of the agenda prior to the agenda being finalized and posted.

List of Agenda Items

- A. The Director shall include on the agenda all items known to him/her to require action by the Board and other topics containing information necessary for the public discharge of the Board's responsibilities.
- B. The Director shall include on the agenda items, which relate to school business as are requested for inclusion by members of the Board. In addition, a citizen may request that a topic directly related to school business be placed on the agenda. The Director or Board President shall determine whether the citizen request is or is not an item directly related to school business. No citizen-requested item shall be placed on the agenda if it is repetitive of a previous item placed on an agenda and considered by the Board.
- C. Requests for items to be included on the School Board agenda by the Board or Board members, School employees or citizens shall be in writing and submitted to the Director's office seven (7) working days prior to the next regularly scheduled Board meeting.

- D. When there is a tie vote on the agenda topic under consideration such items will not be automatically resubmitted unless someone voting in the affirmative requests it.
- E. The Board may only take action on items formally listed on the School Board agenda except in emergency or other circumstances as authorized by law.
- F. Members of the Board or the Director may request that a topic be placed on the agenda which has been recently considered and acted upon by the Board providing there is new and relevant information on the topic, but only for the purpose of the board deciding whether or not to reconsider the agenda topic, it shall do so at the next regular Board meeting.

Supporting Information Relating to Agenda Items

- A. The Director is responsible for preparing all supporting information, which may accompany each agenda topic originating from the administration or the Board.
- B. The purpose for preparing supporting information is to facilitate decision-making on the part of the Board members by having available to them in advance of Board meetings comprehensive data pertaining to each agenda topic. The supporting information shall accompany the agenda and be delivered to Board members concurrently with the agenda.
- C. Citizens who request to have a topic on the agenda are encouraged to submit, in writing, supporting information detailing their reason for having the topic placed on the agenda and what is being requested of the Board. This is intended to provide background information for Board members to help expedite the Board's handling of the topic at the Board meeting.

Agenda Posting

Agendas for regular and special School Board meetings shall be posted 72 and 24 hours, respectively, in advance of such meetings at the School for public view.

Agenda Distribution

The Board agenda with supporting information for a regular School Board meeting should be delivered to Board members, whenever practicable, at least 72 hours prior to the meeting. For special Board meetings, the agenda and supporting information should be delivered at least 24 hours prior to the meeting. The Director is responsible for the distribution of Board packets (which include the official agenda and all supporting information).

In addition to provision of agendas, the Board's complete public agendas shall be provided to those persons or parties who have requested to be placed upon the School's mailing list. A fee may be charged for the service of providing agendas.

Anonymous Letters

It shall be the policy of the Board not to introduce anonymous letters in the agendas for Board meetings.

Adopted: Board Approval 10-05-04

Amended:

Pacific View Charter School

Board Governance

Board Policy # 8

Roberts Rules of Order

In general, the business of the board at its meetings will be conducted in accordance with the specifications of Roberts Rules of Order. Any member may rise to a point of order under these rules, which action shall take precedence over all other business before the Board.

Polling of Board of Trustees

Voting on resolutions shall be by the polling of voting Board members. The minutes shall record the person making the motion, the person seconding it, and the names of the trustees voting for and against the motion or abstaining, as well as Board members who are absent. Secret ballots and proxies are prohibited.

Board Member Compensation and reimbursement of Actual and Necessary Expenses

Board members may be reimbursed for actual and necessary expenses related to school business.

Officers, Directors and School Liability Insurance

The charter School will maintain adequate insurance to protect the School against loss because of fire, damage to school property, loss to other property, or general liability resulting as a responsibility of the School and its Board members or officers while acting on behalf of the School.

Appointment of Board Committees

Consistent with the charter and any other applicable provisions of contract or law, the Board may appoint committees for any purpose deemed appropriate by the Board. In meeting and carrying out designated purposes, any such committee shall comply with any applicable legal or contractual requirements. Specifically, unless otherwise specified in Board by-laws, parent/teacher associations and/or parent committees shall be advisory only.

Board election/Nomination Process

The Board shall carry out its election and nomination process consistent with the requirements of its charter. Should the charter not address any issue, which may arise, the Board may adopt regulations, which address such concerns. Should the Board wish to alter its election or nomination process, it must do so consistent with any requirements of its charter, unless the charter is revised.

Board Member Resignations

Board members may submit a resignation at any time during their term but should give due consideration, as to the timing of the resignation, concerning the impact the resignation may have upon the Board. While a resignation must be acknowledged by the Board at the next regularly scheduled meeting following notice of the resignation, assuming it may be properly agendized, a Board member's resignation need not be accepted by the Board. The resignation becomes effective once brought to the attention of the Board.

Board Member Removal From Office

A Board member may be removed from office by vote of two-thirds of the Board following a motion made in open session for the removal of the Board member. A motion to remove a board member may not be made in closed session.

Dispute Resolution With Granting Agency

Any dispute that may arise with the granting agency must be handled in strict accordance with the dispute resolution process outlined in the charter. Should the Board wish to amend the dispute resolution process it must amend the charter to do so.

Adopted: Board Approval 10-05-04

Amended:

Pacific View Charter School

Board Governance

Board Policy #9

Governance Framework

Vision

The Board ensures creation of a shared vision that promotes enhanced student achievement.

- The board keeps the Charter School focus on the educational welfare of all children.
- The board adopts a shared vision based on community beliefs to guide local education.
- The board ensures that the vision supports the state's mission, objectives and goals for education established by law.
- The board demonstrates its commitment to the vision by using the vision to guide all board deliberations, decisions, and actions.

Structure

The board provides guidance and direction for accomplishing the vision.

- The board recognizes the respective roles of the Legislature, State Board of Education, the California Department of Education, the local boards of trustees in the governance of the public schools.
- The board fulfills the statutory duties of the local board and upholds all laws, rules, ethical procedures, and court orders pertaining to schools and school employees.
- The board focuses its actions on policymaking, planning and evaluation.
- The board adopts a planning and decision-making process consistent with state statute that uses participation, information, research, and evaluation to help achieve the Charter School's vision.
- The board ensures that the Charter School planning and decision-making process enables all segments of the community, parents, and professionals staff to contribute meaningfully to achieving the Charter School's vision.
- The board adopts policies that provide guidance for accomplishing the Charter School's vision, mission, and goals.
- The board adopts a budget that incorporates sound business and fiscal practices and provides resources to achieve the charter School's vision, mission, and goals.
- The board adopts goals, approves student-performance objectives, and establishes policies that provide a well-balanced curriculum resulting in improved student learning.
- The board approves goals, policies, and programs that ensure safe and disciplined environment conducive to learning.
- The board oversees the management of the Charter School by employing a director and evaluating the director's performance in providing education leadership, managing daily operations, and performing all duties assigned by law.
- The board adopts policies for hiring, assigning, appraising, and compensating Charter School personnel in compliance with state laws and rules.
- The board promotes school board service as a meaningful way to make long-term contributions to the local community and society.

Accountability

The board measures and communicates how well the vision is being accomplished.

- The board ensures progress toward achievement of Charter School goals through a systematic, timely, and comprehensive review of reports prepared by or at the direction of the director.
- The board monitors the effectiveness and efficiency of instructional programs by reviewing reports prepared by or at the direction of the director and directs the director to make modifications that promote maximum achievement for all students.
- The board ensures that appropriate assessments are used to measure achievement of all students.
- The board reports Charter School progress to parents and community in compliance with state laws and regulations.
- The board reviews Charter School policies for effective support of the Charter School's vision, mission, and goals.

- The board reviews the efficiency and effectiveness of Charter School operations, and use of resources in supporting the Charter School's vision, mission, and goals.
- The board evaluates the director's performance annually in compliance with state laws and regulations.
- The board annually evaluated its performance in fulfilling the board's duties and responsibilities, and the board's ability to work with the Director as a team.

Advocacy

The board promotes the vision.

- The board works with the director to lead the Charter School toward the vision.
- The board ensures an effective two-way communication system between the Charter School and its students, employees, the media, and the community.
- The board builds partnerships with community, business, and governmental leaders to influence and expand educational opportunities and meet the needs of students.
- The board supports children by establishing partnerships between and among the Charter School, parents, business leaders, and other community members as an integral part of the Charter School's educational program.
- The board leads in recognizing the achievements of students, staff, and others in education.
- The board promotes school board service as a meaningful way to make long-term contributions to the local community and society.

Unity

The board works with the director to lead the Charter School toward the vision.

- The board develops skills in teamwork, problem solving and decision-making.
- The board establishes and follows local policies, procedures, and ethical standards governing the conduct and operations of the board.
- The board understands and adheres to laws and policies regarding the board's responsibility to set policy and the director's responsibility to manage the Charter School and to direct employees in Charter School and campus matters.
- The board recognizes the leadership role of the board president and adheres to law and local policies regarding the duties and responsibilities of the board president and other officers.
- The board adopts and adheres to established policies and procedures for receiving and addressing ideas and concerns from students, employees, and the community.
- The board makes decisions as a whole only at properly called meetings and recognizes that individual members have no authority to take individual action in policy or Charter School and campus administrative matters.
- The board supports decisions of the majority after honoring the right of individual members to express opposing viewpoints and vote their convictions.

Adopted: Board Approval 10-05-04

Amended:

Pacific View Charter School

Board Governance

Board Policy #10

Conflicts of Interest Policy

The directors of the charter school owe a duty of loyalty to the organization which, requires that in serving the school they act, not in their personal interests or in the interests of others, but rather solely in the interests of the school. Directors must have undivided allegiance to the school's mission and may not use their positions as Directors, information they have about the school, or the school's property, in a manner that allows them to secure a pecuniary benefit for themselves or their relatives.¹

The conduct of personal business between any Director and the school is prohibited. Business transactions of the school in which a Director has an interest shall not be prohibited, but they shall be subject to close scrutiny. Such proposed transactions shall be reviewed carefully to determine that they are in the best interests of the school and that they will not lead to a conflict of interest.¹ For the purpose of this policy, a Director has an interest in a proposed transaction if he/she has a substantial financial interest in it, or has a substantial financial interest in any organization involved in the proposed

¹ For the purposes of this policy, relative means spouse, parents, siblings, children, grandchildren, the spouses of children and grandchildren, and any other blood relative, if the latter resides in the same household.

transaction, or holds a position as trustee, director, general manager, or principal officer in any such organization. Prior to the start of any negotiations, or consideration of a grant request by the organization, Directors are expected to make full disclosure to the best of their knowledge of any dual interest in a proposed transaction by submitting a report to the President or other officer designated by the Board to handle such matters, supplying any reasons why the transaction might not be in the best interest of the school. In matters requiring prior approval of the Board of Directors, the President or other officer shall forward copies of this disclosure report to the Board before its approval.

A Director with a dual interest in a proposed transaction shall not vote on the matter and shall not participate in any discussion of the matter. Employees of the school who also serve on the Board of Directors shall not participate in collective bargaining negotiations or discussion of salary issues for individual employees, and may not vote on any matters that directly or indirectly influence their salary and benefits or those of other employees.

A Director shall not use inside information of the school for his/her personal benefit, or use such inside information or his/her position as Director to the detriment of the school. Inside information is information obtained through the Director's position that has not become public information.

Each Director has a duty to place the interests of the school foremost in any dealings involving the organization and has a continuing responsibility to comply with the requirements of this Policy. On an annual basis, each Director is required to complete a Director Disclosure Statement.

Adapted with permission from a conflict of interest policy drafted by the National Center for Nonprofit Boards.

Conflict-of-Interest Disclosure Statement

Please initial in the space at the end of Item A or complete Item B, whichever is appropriate, complete Item C, and sign and date the statement and return it to the board chair.

- A. I am not aware of any relationships or interests or situations involving my family or myself which, might result in, or give the appearance of being, a conflict of interest between such family member or me on one hand and the school on the other.

- B. The following are relationships, interests, or situations involving me or a member of my family which I consider might result in or appear to be an actual, apparent or potential conflict of interest between such family members or myself on one hand and the school on the other.

For-profit corporate directorships, positions and employment with:

Nonprofit trusteeships of positions:

Memberships in the following organizations:

Contracts, business activities and investments with or in the following organizations:

Other relationships and activities:

C. My primary business or occupation at this time is:

I have read and understand the school's conflict-of-interest policy and agree to be bound by it. I will promptly inform the board chair of the school of any material change that develops in the information contained in the foregoing statement.

Type/print name

Signature

Date

Adapted with the permission from a disclosure statement drafted by the National Center for Nonprofit Boards.

**RESOLUTION REGARDING
CONFLICT OF INTEREST CODE OF
PACIFIC VIEW CHARTER SCHOOL**

Standard Code of FPPC

The Political Reform Act of 1974 (Government Code § 81000 et seq.) requires each state and local government agency to adopt and promulgate a conflict of interest code. As a local government agency, Pacific View Charter School ("PVCS") is therefore required to adopt such a code. The Fair Political Practices Commission ("FPPC") has adopted a regulation (2 Cal. Code of Regs. § 18730) which contains the terms of a model conflict of interest code, which can be incorporated by reference as an agency's code. After public notice and hearing, the regulation may be amended by the FPPC to conform to amendments in the Political Reform Act.

Adoption of Standard Code of FPPC

The terms of 2 Cal. Code of Regs. § 8730 and any future amendments to it duly adopted by the FPPC are hereby adopted and incorporated herein by reference. This regulation and the Appendix attached hereto designating officials and employees and establishing disclosure categories shall constitute the Conflict of Interest Code of PVCS. This Code shall take effect when approved by the Board of Supervisors for the County of San Diego, and shall thereupon supersede any and all prior codes adopted by PVCS.

Filing of Statements of Economic Interests

Pursuant to Section 4 of the model code set forth in 2 Cal. Code of Regs. § 18730(b), designated employees set forth in the Appendix shall file Statements of Economic Interests (Form 700) with the Secretary of PVCS. Upon receipt of the statements of the members of the Board of Directors, the Secretary shall make and retain copies and forward the originals of these

statements to the Clerk of the Board of Supervisors for the County of San Diego. Statements for all other designated employees shall be retained by the Secretary.

APPROVED AND ADOPTED by the Board of Directors of PVCS on the 15th day of September, 2009.

Martha Brown, President
Pacific View Charter School

ATTEST:

Gina Campbell, Secretary
Pacific View Charter School

RECEIVED

**APPENDIX TO
CONFLICT OF INTEREST CODE OF
PACIFIC VIEW CHARTER SCHOOL**

Preamble

Any person designated in Section I of this Appendix who is unsure of any right or obligation arising under this Code may request a formal opinion or letter of advice from the FPPC or an opinion from Pacific View Charter School's ("PVCS") General Counsel. (Gov. Code § 83114; 2 Cal. Code of Regs. § 18730(b)(11).) A person who acts in good faith in reliance on an opinion issued to him or her by the FPPC shall not be subject to criminal or civil penalties for so acting, provided that all material facts are stated in the opinion request. (Gov. Code § 83114(a).)

Opinions rendered by General Counsel do not provide any statutory defense to an alleged violation of conflict of interest statutes or regulations. The prosecuting agency may, but is not required to, consider a requesting party's reliance on General Counsel's opinion as evidence of good faith. In addition, PVCS may consider whether such reliance should constitute a mitigating factor to any disciplinary action that PVCS may bring against the requesting party under Government Code § 91003.5.

I.

Designated Employees

<u>Designated Employees</u>	<u>Categories Disclosed</u>
Members of the Board of Directors of PVCS	All
Director, PVCS	All
Consultants ¹	--

¹ With respect to consultants, the Director may determine in writing that a particular consultant, although a "designated employee," is hired to perform a range of duties that is limited in scope and thus is not required to comply with the written disclosure requirements described in these categories. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Director's determination is a public record and shall be retained for public inspection by PVCS in the same manner as this Conflict of Interest Code. Nothing herein excuses any such consultant from any other provision of this Conflict of Interest Code.

II.

Disclosure Categories

Category 1. All-Inclusive Reportable Investments

A designated employee in this category shall report all reportable investments, as defined in Government Code §82034, in business entities located in, doing business in, planning to do business in, or having done business in the previous two (2) years in San Diego County which operate or provide any of the following:

- Accounting or auditing services*
- Banks and savings and loans*
- Computer hardware or software, or computer services or consultants*
- Communications equipment or services*
- Educational services, supplies and materials*
 - Entities or persons who have filed claims against PVCS or have claims pending against PVCS*
- Insurance brokers and agencies*
- Insurance adjusting, claims auditing or administration, or underwriting services*
- Office equipment or supplies*
- Personnel and employment companies and services*
- Printing or reproduction services, publications, and distribution*
- Securities, investment or financial services companies*
- Title insurance and escrow*

Category 2. Reportable Interests in Real Property

A designated employee in this category shall disclose all interests in real property, as defined in Government Code §§82033 and 82035, that is

- (a) within or not more than two (2) miles outside the boundaries of San Diego County that has situated on it any business entity named in category no. 1 above; or
- (b) within two (2) miles of any facility or real property owned or used by PVCS.

Category 3. Reportable Income

A designated employee in this category shall disclose all income as defined in Government Code §82030 of the designated employee from the below-listed sources located in, doing business in, planning to do business in, or having done business in the previous two (2) years in San Diego County during the reporting period.

- Accounting or auditing services*
- Banks and savings and loans*
- Computer hardware or software, or computer services or consultants*
- Communications equipment or services*
- Educational services, supplies and materials*

- *Entities or persons who have filed claims against PVCS or have claims pending against PVCS*
- *Insurance brokers and agencies*
- *Insurance adjusting, claims auditing or administration, or underwriting services*
- *Office equipment or supplies*
- *Personnel and employment companies and services*
- *Printing or reproduction services, publications, and distribution*
- *Securities, investment or financial services companies*
- *Title insurance and escrow*

Category 4. Less-Inclusive Reportable Investments

A designated employee in this category shall disclose only investments as defined in Government Code §82034 in any business entity, which within the last two years has contracted with or in the foreseeable future may contract with PVCS to provide personnel, services, supplies, material, machinery or equipment:

- (a) to PVCS, of the type utilized by PVCS which is located in or doing business in San Diego County, and associated with the job assignment or position of the designated employee; or
- (b) to any entity which has contracted with PVCS within the last two years or which in the future foreseeably may contract with PVCS to provide services, supplies, materials, machinery or equipment associated with the job assignment or position of the designated employee.

Category 5. Less-Inclusive Reportable Income

A designated employee in this category shall disclose only that reportable income as defined in Government Code §82030 which is derived from a source which within the last two years has contracted with PVCS or in the future foreseeably may contract with PVCS to provide personnel, services, supplies, materials, machinery or equipment:

- (a) to PVCS, of the type utilized by PVCS which is located in or doing business in San Diego County, and associated with the job assignment or position of the designated employee; or
- (b) to any entity which has contracted with PVCS within the last two years or which in the future foreseeably may contract with PVCS to provide personnel, services, supplies, materials, machinery or equipment associated with the job assignment or position of the designated employee.

Category 6. Business Positions

A designated employee in this category shall disclose by completing Form 700, Schedule "C." A designated employee shall list:

- (a) the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management;

- (b) a description of the business activity in which the business entity is engaged; and
- (c) the designated employee's position with the business entity.

Board Approved: November 10, 2009

RECEIVED

Pacific View Charter School

Board Governance

Board Policy #11

Dissolution of the School

In the event of dissolution of the School, the Board or its designee shall ensure compliance with the law, charter, bylaws or any other requirements.

Adopted: Board approval 10-05-04

Amended:

RETIRED

Pacific View Charter School

Board Governance

Board Policy #12

Board Orientation

Board Orientation

Prior to the first meeting, new trustees will receive a briefing on the meeting protocols, agenda and issues of high priority or urgency needing Board attention. New Board Trustees will be given an overview of The Brown Act relative to meeting protocols and a copy of The Brown Act for their personal use. New Board Trustees will be provided a Board Manual and encouraged to review it and contact the Board President and/or Director with any and all questions. Additional training will be given as needed.

Adopted: Board Approval 10-05-04

Amended:

8.2

Pacific View Charter School Board Policies

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2. [Board Policy #2: Annual Organizational Meeting](#)
3. [Board Policy #3: Procedures for Policy Adoption](#)
4. [Board Policy #4: Code of Ethics for Board Members](#)
5. [Board Policy #5: School Board Meetings - Brown Act Compliant](#)
6. [Board Policy #6: Board Operations](#)
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9. [Board Policy #9: Public Records Requests](#)
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BOARD DUTIES AND RESPONSIBILITIES; DELEGATION OF POWER

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

Role of the Governing Board**Vision and Strategic Plan:**

The Board approves the School Mission and periodically reevaluates the School Mission;

The Board approves the Local Control Accountability Plan (LCAP) and annually reviews, updates and approves it;

The Board adopts policies to successfully implement the School Mission and Vision;

The Board oversees the Executive Director to ensure that the School Mission is reflected in the day to day operations of the School, including ensuring that the curriculum aligns with the School Mission.

Academic Performance Monitoring:

The Board, or a committee thereof, annually reviews student performance based on state- and federally-mandated assessments;

The Board, or a committee thereof, periodically reviews student performance based on school level assessments;

The Board reviews and adopts academic policies to achieve the student achievement goals;

The Board approves all academic performance reports to all federal, state and local agencies as required by law;

Staffing and Personnel:

The Board reviews and approves personnel policies and any amendments thereto;

The Board hires, evaluates, and terminates the employment of the Executive Director.

The Board establishes performance goals for the Executive Director and communicates the goals to the Executive Director;

The Board annually reviews the Executive Director's performance;

The Board annually reviews the Executive Director's employment contract, and reevaluates it yearly;

The Board establishes and annually reviews the Executive Director succession and recruitment plans;

The Board approves the salaries and compensation policies for all School personnel in compliance with any applicable state laws;

Parent, Student and Community Relations

The Board, or a committee thereof, hears and decides student expulsion recommendations;

The Board, or a committee thereof, hears and decides student suspension appeals, if applicable;

The Board reviews and approves student and parent policies and any proposed amendments thereto;

As needed, the Board communicates with the media and community at large consistent with the School's Mission and Vision;

Finance and Budget

The Board reviews and approves the fiscal management and internal controls policies and any proposed amendments thereto;

The Board reviews and approves the School's annual academic calendar;

The Board, approves the selection the School's independent financial auditor and receives the auditor's report(s);

The Board, or a reviews and adopts and amends the annual budget as well as interim and annual financial statements;

The Board, reviews and approves the audit report;

The Board monitors the responses to the audit report and implementation thereof.

Facilities

The Board enters into financing and building contracts;

The Board approves construction and remodeling of facilities;

Board Internal Business

The Board reviews and approves Board policies and amendments thereto;

The Board recruits prospective Board members;

The Board develops and implements a Board self-evaluation. From time to time, the Board re-evaluates its self-evaluation process.

Charter Performance and Renewal

The Board annually reviews the School performance reports;

The Board, as needed, reviews charter school renewal proposals and reports.

Delegation of Power to the Executive Director

The Board delegates the following powers to the Executive Director, or his/her delegate:

Mission, Vision and Core Values

The Executive Director drafts and modifies the School Mission and brings to the Board for approval;

The Executive Director drafts and submits to the Board the School's LCAP;

The Executive Director implements the Board-adopted policies to implement the School Mission, by among other things adopting appropriate procedures and training staff on the policies and procedures.

Academic Performance Monitoring

The Executive Director creates a report reflecting student performance based on state- and federally-mandated assessments, provides a copy to the Board, reviews the performance with the Board, or a committee thereof.

The Executive Director implements Board adopted policies to achieve the student achievement goals, by among other things, adopting appropriate procedures and training staff on policies and procedures;

The Executive Director creates all academic performance reports required by all federal, state and local agencies as required by law and provides them to the Board for approval;

The Executive Director consults with teachers, principals, administrators, other school personnel, parents and pupils in developing the local control and accountability plan and annual update to the local control and accountability plan, which is approved by the Board annually;

The Executive Director develops the School calendar and provides it to the Board for approval.

Staffing and Personnel

The Executive Director drafts all personnel policies and presents them to the Board for review and approval. The Executive Director also recommends any proposed amendments to the personnel policies and presents them to the Board for review and approval;

The Executive Director is responsible for supervising, hiring and terminating all personnel and reports actions to the Board;

The Executive Director is responsible for all recruitment activities associated with the hiring of School personnel;

The Executive Director recommends the salaries for all School personnel in compliance with any applicable state laws and reports to the Board for final approval;

The Executive Director ensures that all School personnel are evaluated and creates the process for such evaluation;

The Executive Director implements all personnel policies, including the School's internal complaint procedures.

Parent, Student and Community Relations

The Executive Director implements the policies and procedures adopted for student expulsion and recommends student expulsions to the Board, upon completion of the school-level procedures.

The Executive Director follows the policies and procedures adopted for student suspensions and refers any student appeals to the Board to hear and decide such appeals;

The Executive Director drafts, and subsequently implements the Board adopted student and parent policies, by, among other things, adopting appropriate procedures and training staff on the policies and procedures. The Executive Director drafts amendments to the student and parent policies, and presents them to the Board for approval;

At the request of the Board, the Executive Director communicates with the media and community at large in a fashion that is consistent with the School's Mission and Vision;

Finance and Budget

The Executive Director drafts and subsequently implements the Board adopted fiscal policies, by, among other things, adopting appropriate procedures and training staff on the policies and procedures. The Executive Director drafts amendments to the fiscal policies, and presents them to the Board for approval;

The Executive Director drafts and submits to the Board, or a committee thereof, the quarterly and yearly budget drafts;

The Executive Director drafts and submits to the Board the final quarterly and yearly budgets and other required financial statements;

The Executive Director implements the responses to the audit report as instructed by the Board.

Facilities

The Executive Director conducts school site needs assessments;

The Executive Director conducts capital campaigns as needed;

The Executive Director implements any facilities policies;

The Executive Director researches school sites as needed and funding and facilities options.

Charter Performance and Renewal

The Executive Director annually drafts any required School performance reports for Board review;

The Executive Director, as needed, drafts charter school renewal proposals and reports.

Adopted:

Amended:

ANNUAL ORGANIZATIONAL MEETING

Time and Place for Meeting

In accordance with the Bylaws, the Board shall meet within the physical boundaries of the county in which the greatest number of pupils who are enrolled in Pacific View Charter School reside at least once annually within thirty (30) days of the beginning the school year for the purpose of reorganizing the Board.

Order of Business

In accordance with the Bylaws, the order of business at this meeting shall be:

- A. Call to order.
- B. Appoint Trustees to fill vacancies.
- C. Elect Chairperson.
- D. Set regular meetings (time, place and day).
- E. Elect any representatives to serve on any applicable advisory boards and/or committees as appropriate.
- F. Recognize departing Board members.
- G. Readopt in resolution form School policy regarding the Board's Code of Ethics.
- H. Such other business as may be determined to be necessary by the Board and reflected on the posted agenda.
- I. Adjournment.

Adopted:

Amended:
4879-3527-1706, v. 1

PROCEDURE FOR POLICY ADOPTION

The successful operation of the Pacific View Charter School requires that the actions of the Board and administrative staff be known and understood by students, employees, and members of the community. These groups as well as individuals should also have an opportunity to affect School action.

The process for adoption and publication of School policies include the following elements:

I. Raising a Policy Issue

Any person within the School community, including teachers, administrative staff, other staff members, students, parents and interested community members, may raise a potential policy issue. At the School level, the individual that raises the policy issue shall communicate that policy issue to the Executive Director, or his/her designee, The Executive Director, or his/her designee, shall communicate the policy issue to the Leadership Team (Leadership) within one week of receiving the policy issue. (The Leadership Team is composed of school leaders and meets weekly)

II. Investigating a Policy Issue

Once Leadership receives notification of a policy issue, Leadership shall determine the appropriate means to investigate the policy issues. Leadership may, in its discretion, investigate the matter itself or delegate the investigation to an appropriate person or group of persons.

III. Policy Drafting

Once Leadership has investigated the policy issue, Leadership shall convene a meeting to discuss whether to draft the policy and decide any outstanding issues relating to drafting the policy. Leadership shall then undertake to draft the policy itself, or delegate the drafting to an appropriate person or group of persons.

IV. Adoption, Revision and Repeal of Policies

Policies shall ordinarily be submitted by the staff who created the policy to the Board at a regular or special Board meeting and shall be adopted, revised or repealed by a majority vote.

The adoption, revision or repeal of policy shall be made in an open and public manner at a regular or special Board meeting.

V. Communication and Public Involvement in Policy Adoption

An opportunity for interested parties to be heard before adoption, revision or repeal of policy shall be made.

Retention and organization of adopted policies, rules, regulations and procedures shall be made in a policy binder maintained by the Secretary of the Board with the assistance of school staff.

All current policies shall be made available to any interested person during the regular business hours of the School. To ensure a basic level of awareness and institutional understanding, a copy of the policy binder shall be provided to all new members of the Board who shall be personally briefed on key aspects of the policies by a member of the School's staff.

VI. Review and/or Revision of Existing Policies

No later than September 30 of any school year, the Policy Committee shall complete a review of all of the existing policies of the School. Upon completion of the review, Leadership shall notify the Board of Trustees at its next regular meeting of the policies that require revision. Leadership shall follow the procedures required for policy creation in the revision of existing policies. Leadership may receive assistance of individuals or groups of individuals, as it deems necessary, in reviewing the existing policies of the school to determine whether a policy requires revision.

Adopted:

Amended:

CODE OF ETHICS FOR BOARD MEMBERS

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

Equity in Attitude

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

Trustworthiness In Stewardship

- I will be accountable to the public by representing School policies, programs, priorities, and progress accurately.
- I will be responsive to the community by seeking its involvement in School affairs and by communicating its priorities and concerns.
- I will work to ensure prudent and accountable use of School resources.
- I will make no personal promise or take private action that may compromise my performance or my responsibilities.

Honor In Conduct

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

Integrity Of Character

- I will refuse to surrender judgment to any individual or group at the expense of the School as a whole.
- I will consistently uphold all applicable laws, rules, policies, and governance procedures.
- I will not disclose information that is confidential by law or that will needlessly harm the School if disclosed.

Commitment To Service

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

Student-Centered Focus

- I will be continuously guided by what is best for all students of the School.

Adopted:

Amended:
4864-6398-8762, v. 1

BOARD OF TRUSTEES MEETINGS - BROWN ACT COMPLIANCE

I. Types of Meetings

A. Regular Meetings

Regular meetings of the Board of Trustees of Pacific View Charter School (“**Board**”) shall be held consistent with the calendar for such meetings as established by the Board each year.

If at any time any regular meeting falls on a holiday, (Federal, State or local), such regular meeting shall be held on the next business day.

When required by law, meetings of advisory committees or standing committees, for which an agenda is posted at least 72 hours in advance of the meeting in accordance with law, shall be considered regular Board meetings.

B. Special Meetings

Special meetings may be called on an as-needed basis by the Chairman of the Board or a majority of the members of the Board, consistent with legal requirements.

C. Emergency Meetings

Emergency meetings may be called by a Board majority when an emergency situation arises involving matters upon which prompt action is necessary. An emergency situation is defined as a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both.

II. Notification of Meetings

A. Regular Meetings

Notice of the time and place of regular meetings, along with the agenda and supporting documentation, will be provided to all Board members and those persons or entities who have previously requested notice of such meetings, not later than 72 hours prior to a regular meeting. The notice and agenda will also be posted in a location that is freely accessible to members of the public not later than 72 hours prior to a regular meeting.

The notice and agenda will be posted on the School’s Website homepage through a prominent, direct link. The direct link shall not be in a contextual menu. It is the Executive Director or designee’s responsibility to provide notice and copies of the agenda and supporting documentation for regular meetings.

B. Special Meetings

Notice of the time and place of special meetings, along with the agenda and supporting documentation, will be provided to all Board members and those persons who have previously requested notice of such meetings, not later than 24 hours prior to a regular meeting. Board

members and media outlets (local newspapers, radios and/or television stations), that have requested notice in writing, will be provided written notice delivered personally or by any other means to ensure receipt at least 24 hours before the time of the special meeting. The agenda packet will be mailed or emailed to all other persons requesting a copy of the agenda and supporting documents under Government Code section 54954.1 at the time the materials are distributed to all members of the Board if possible or, if not a majority of the Board.

The notice and agenda will be posted on the School's website in line with the posting requirements described for Regular meetings and in a location that is freely accessible to members of the public not later than 24 hours prior to a special meeting.

It is the Executive Director or designee's responsibility to provide notice and copies of the agenda and supporting documentation for special meetings.

The agendas will be posted on the School's primary website homepage accessible through a prominent, direct link.

C. Emergency Meetings

In the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, notice to the Board will be provided as soon as is reasonably practicable under the circumstances. All media outlets that have requested notice of special meetings shall be notified one hour prior to the emergency meeting, or in the case of a dire emergency, at or near the time that the Board members are notified of the emergency meeting. The notice shall be given by telephone and all telephone numbers provided by the media outlet in the request for notice shall be exhausted. If telephones are not working, the notice requirement is waived and the media shall be notified of the fact of the holding of the emergency meeting, the purpose of the meeting and any action taken at the meeting as soon after the meeting as possible.

III. Agendas

A. Preparation of Agenda and Process

The Executive Director or designee shall be responsible for preparing the agendas for all meetings of the Board.

The Executive Director shall include on the agenda items that relate to school business as are requested for inclusion by Board members, and determined by the Chairman of the Board to be appropriate for discussion at that meeting. In addition, a member of the public may request that a topic directly related to school business be placed on the agenda. The Chairman of the Board shall determine, in his/her discretion, whether the public request is or is not an item directly related to school business. No public-requested item shall be placed on the agenda if it is repetitive of a previous item placed on an agenda and considered by the Board.

Requests for items to be included on the agenda by Board members, school employees or members of the public shall be in writing and submitted to the Executive Director's office no later than seven (7) working days prior to the next regularly scheduled Board meeting.

Board members or the Chairman of the Board may request that a topic be placed on the agenda, which topic had been recently considered and acted upon by the Board, provided there is new

and relevant information on the topic. The Board may agendaize for discussion at a Board meeting the determination of whether to reconsider the agenda topic at the next Board meeting.

B. Contents of the Agenda

Except as modified by Government Code section 54953(e), in preparing the agenda, the Executive Director shall include the following:

Time and location of the meeting, including, if applicable, any teleconferencing location(s);

A brief general description of all items of business to be transacted or discussed at the meeting, including those items to be discussed in closed session; Closed session items must be described in accordance with Government Code section 54954.5;

An opportunity for members of the public to directly address the Board in accordance with the Board's public comment policy (addressed below);

If teleconference locations are being utilized, an opportunity for members of the public to address the Board directly at each teleconference location; and

Information regarding how, to whom and when a request for disability related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting.

IV. Supporting Information Relating to Agenda Items

The Executive Director or designee is responsible for preparing all supporting information that may accompany each agenda topic originating from the administration or the Board.

The purpose of preparing supporting information is to facilitate decision-making on the part of the Board members by having available to them in advance of Board meetings comprehensive data pertaining to each agenda topic. The supporting information shall accompany the agenda and be delivered to the Board members concurrently with the agenda.

If supporting materials are distributed to Board members during a public meeting, such materials will be made available for public inspection at the meeting if prepared by the Executive Director. If such materials are prepared by some other person, they shall be made available after the meeting at which they were distributed. The Board may charge a fee or deposit for a copy of such materials.

These materials will be made available in appropriate alternative formats upon request by a person with a disability, as required by the Americans with Disabilities Act (42 U.S.C. § 12132). No surcharge will be imposed on persons with disabilities in violation of the Americans with Disabilities Act.

Members of the public who request to have a topic placed on the agenda are encouraged to submit, in writing, supporting information detailing their reason for having the topic placed on the agenda and what is being requested of the Board. This is intended to provide background information for Board members to help expedite the Board's handling of the topic at the Board meeting.

V. Board Meetings

A. Open Session

All regular, special and emergency meetings of the Board shall be open to the public and the media, except Closed Sessions as authorized by law.

B. Public Participation at Meetings

Public comment generally: At a regular meeting, any person may address the Board concerning any item on the agenda and any other matters under the Board's jurisdiction. At a special meeting, any person may address the Board only concerning the items on the agenda. The total time devoted to presentations to the Board on all public comment (including agenda items and non-agenda items at regular meetings) shall not exceed one-half hour, unless additional time is granted by the Board. At the discretion of the **Chairman of the Board**, individuals may be granted 5 minutes to make a presentation to the Board. Normally, individuals will be granted 2 minutes each for public comment. Individuals who utilize a translator will be given twice the allotted time to a member of the public to ensure that non-English speakers receive the same opportunity to directly address the Board. If the Board makes available simultaneous translation equipment in a manner that allows the Board to hear the translated public testimony simultaneously, this additional time allotment does not apply.

In the event that any meeting is willfully interrupted by a group(s) of persons so as to render the orderly conduct of such meeting unfeasible, and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the Board may order the meeting room cleared and continue the session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other media, if not participating in the disturbance, shall be allowed to attend any such session.

Members of the public desiring Board action on an item are required to seek placement of the issue on the Board agenda in accordance with policy rather than presenting the matter during general public comment. This will facilitate discussion and expedite resolution.

A two-way teleconference location shall be established at each resource center.

Time for public comment: All public comment concerning all matters shall be heard immediately after the meeting is called to order and prior to the formal discussion of the agenda topics by the Board and consideration of action.

Recording and/or broadcasting of meeting: Persons attending an open meeting have the right to record or broadcast the proceedings with an audio or video tape recorder or a still or motion picture camera unless the Board reasonably finds that the recording or broadcast cannot continue

without noise, illumination or obstruction of view that constitutes, or would constitute, a persistent disruption of the proceedings.

- C. **Requests to address the Board:** Prior to the beginning of the meeting, members of the public seeking to address the Board on an item on the agenda or during time allocated for public comment shall complete the card, "Request to Address the Board" (located in the Board Meeting Room), and give it to the Board Secretary, or their designee. Members of the public participating in a teleconference meeting may notify the Director of Business Services at 760-757-0161 of their request to address the Board during public comment. Board Members at Meetings

Board discussion: For regular and special meetings, no action or discussion shall be taken on any item not appearing on the posted agenda. At a regular meeting, however, Board members or staff may briefly respond to statements made or questions posed by persons during public comment. At regular meetings, a Board member may, on his/her own initiative or in response to a question posed by the public, ask a question for clarification, make a brief announcement or make a brief report on his/her own activities. Additionally, a Board member may provide a reference to staff or other resources for factual information, request staff to report back to the Board at a subsequent meeting concerning any matter or take action to direct staff to place a matter of business on a future agenda.

Certain discussions prevented in special meetings and required announcements in regular meetings: The Board may not discuss in any special meetings the salaries, salary schedules or compensation paid in the form of fringe benefits of any employee of the School. This limitation, however, does not apply to the Board calling a special meeting to discuss the School's budget. Prior to taking final action, the Board shall orally report a summary of a recommendation for a final action on the salaries, salary schedules or compensation paid in the form of fringe benefits of the School's Executive Director during the open regular meeting in which the final action is to be taken.

Exceptions in regular meetings: In regular meetings, the Board may take action on items of business not appearing on the posted agenda if any of the following conditions apply: 1) A majority of the Board determines that an emergency situation exists (as defined by Govt. Code section 54956.5); 2) A determination by a two-thirds vote of the Board members present at the meeting, or if less than two-thirds are present, a unanimous vote of those Board members present, that there is a need to take immediate action and that the need for action came to the attention of the Board after the agenda was posted; or 3) The item was properly posted for a prior meeting occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting, the item was continued to the meeting at which action is being taken. If items are discussed under these conditions, the **Chairman of the Board** shall publicly identify the item(s).

Board Member Participation in Social Media: In order to avoid a serial meeting, a member of the board may engage in separate conversations or communications on an internet-based social media platform to answer questions, provide information to the public, or to solicit information from the public regarding a matter that is within the subject matter jurisdiction of the Board provided a majority of the members of the Board do not use the internet-based social media platform to discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the board that is made, posted, or shared by any other member of the board.

Closed session: Prior to holding any closed session, the Board shall disclose, in an open meeting, the item(s) to be discussed in the closed session. The disclosure may take the form of a reference to the item(s) as they are listed by number or letter on the agenda. In the closed session, the Board may consider only those matters covered in its statement.

After any closed session, the Board shall reconvene into open session prior to adjournment and make a report of any action taken in closed session and the vote or abstention of every Board member present thereon in accordance with Government Code section 54957.1.

D. Minutes of Board Meetings

Open session meetings: The minutes of open session meetings of the Board shall record all motions, show the names of Board members making and seconding motions and state the vote upon the motion, including the vote or abstention of every Board member present. In the event that Board members are participating via teleconferencing, all votes during the meeting shall be by roll call and will be reflected in the minutes. The open session minutes shall also record all resolutions, the recommendations of the administration and the substance of the Board's discussion or the substance of statements pertinent to Board's business made by members of the staff or public. The minutes shall follow the generally accepted pattern in form.

The original copy of the open session minutes shall be signed by the Secretary of the Board and approved by the Clerk. Original minutes shall be bound in chronological order, volumed by fiscal year and paged consecutively.

Closed session meetings: The Board designates the Board Secretary or designee to attend each closed session of the Board and keep and enter in a minute book a record of topics discussed and decisions made at the meeting. The minute book for closed session is not a public record subject to inspection and shall be kept confidential. The minute book shall be available only to Board members, or when otherwise required by law. The minute book may, but need not, consist of a recording of the closed session.

Minutes for Emergency Meetings: Any time an emergency meeting is held, the minutes must provide a list of persons who were notified or attempted to be notified, a copy of the roll call vote, and any actions taken at the meeting. The minutes will be posted for a minimum of 10 days in a public place as soon after the meeting as possible.

Storing the minutes: The official minutes of the Board (for open and closed sessions) shall be kept in fireproof storage. The following documents shall be bound with the official minutes and referred to in the text of the minutes to which they apply:

Original copies of all resolutions unless required by other agencies, in which case photocopies of the originals may be substituted;

Original copy of all budget transfers;

Copies of any document determined by the Board to be attached to the official minutes;
and

Other documents which, in the opinion of the Secretary, are necessary to fully substantiate or record Board action.

In addition to the official minutes, an additional copy of all minutes and attached documents shall be maintained in the office of the Secretary of the Board. This set of minutes shall be bound, indexed by those categories detailed above and by subject.

VI. Quorum Requirements

A majority of the members of the Board shall constitute a quorum of the Board, which is necessary for the Board to transact business. Every act or decision done or made by a majority of the trustees present at a meeting duly held at which a quorum is present is an act of the Board..Should there be less than a majority of the Board present at any meeting, the meeting shall be adjourned.

VII. Continuances and Adjournment

A. Continuances

If the Board is holding, has noticed or ordered a hearing, at any meeting, the Board may, by order or notice, continue or recontinue to any subsequent meeting of the Board in the same manner and to the same extent that a meeting may be adjourned (see below). If the hearing is continued to a time less than 24 hours after the time specified in the order or notice of hearing, a copy of the order or notice of continuance of hearing shall be conspicuously posted on or near the door immediately following the meeting at which the continuation was adopted or made. Govt. Code § 54955.1.

B. Adjournment

The Board may adjourn any regular or special meeting to a time and place specified in an order of adjournment. Less than a quorum may so adjourn from time to time. If all members are absent from any regular meeting, the Board Secretary may declare the meeting adjourned to a stated time and place and he/she shall cause a written notice of adjournment to be given in the same manner as provided for special meetings, unless such notice is waived for special meetings. A copy of the notice of adjournment shall be conspicuously posted on or near the door of the place where the regular or special meeting was held within 24 hours after the time of adjournment. When a regular meeting is adjourned, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings.

VIII. Teleconferencing Rules During a State of Emergency

A. When Teleconferencing During a State of Emergency is Permissible

The Board of Trustees may hold a meeting via teleconferencing without complying with the requirements of Government Code section 54953(b)(3) in any of the following circumstances:

- The Board of Trustees holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

- The Board of Trustees holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- The Board of Trustees holds a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

B. Requirements for Teleconferenced Meetings During a State of Emergency

If the Board of Trustees holds a teleconferenced meeting during a proclaimed state of emergency, the School Board shall do all of the following:

- Give notice of the meeting and post agendas as otherwise required by the Brown Act.
- Allow members of the public to access the meeting and the agenda shall provide an opportunity for members to address the School Board directly. The agenda shall also give notice of the means by which members of the public may access the meeting and offer public comment. These opportunities may be by call-in option or an internet-based service option. No physical location will be provided to the public.
- Conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public at the board meeting.

C. Public Comment Rules

In the event of a disruption preventing the Board of Trustees from broadcasting the meeting or in the event of a disruption within the School's control that prevents the public from offering public comments using the call-in or internet-based service option, the Board shall take no further action on items appearing on the meeting agenda until the public access to the meeting is restored. Actions taken on agenda items during a disruption that prevents the School from broadcasting the meeting may be challenged.

The Board of Trustees shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the Board and offer comment in real time.

Public comment shall not be closed for any agenda item for which there is a time associated with public comment until that timed public comment period has elapsed.

D. Requirements to Continue Using Teleconferencing During a State of Emergency

If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with Government Code section 54953(b)(3), the School Board shall, not later than 30 days after teleconferencing for the first time and every 30 days thereafter, make the following findings by majority vote:

- The Board of Trustees has reconsidered the circumstances of the state of emergency.
- Any of 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.

Adopted:

Amended:
4856-3017-4234, v. 2

BOARD OPERATIONSRoberts Rules of Order

Absent a policy to the contrary, the business of the Board of Trustees (the “Board”) of **Pacific View Charter School** (the “School”) at its meetings will be conducted in accordance with the specifications of its adopted rules of conduct, which may be modeled after Roberts Rules of Order to the extent consistent with the Bylaws and the provisions of the Ralph M. Brown Act (Govt Code § 54950 et seq.). Any member may rise to a point of order under these rules, which action shall take precedence over all other business before the Board.

Polling of Board of Trustees

Voting on resolutions shall be by majority vote and shall be by the polling of voting Board members. The minutes shall record the person making the motion, the person seconding it, and the results of a vote, including the names of the trustees voting for and against the motion or abstaining, as well as Board members who are absent. Secret ballots and proxies are prohibited.

Board Member Compensation and Reimbursement of Actual and Necessary Expenses

Board members shall serve without compensation. Board members may, however, be reimbursed for actual and necessary expenses related to school business in accordance with the school’s fiscal policies and budget.

Officers, Directors and School Liability Insurance

The School will maintain adequate insurance to protect the school against loss because of fire, damage to school property, loss to other property or general liability resulting as a responsibility of the School and its Board members or officers while acting on behalf of the School.

Appointment of Board Committees

Consistent with the charter, Bylaws, and any other applicable provisions of contract or law, the Board may appoint committees for any purpose deemed appropriate by the Board. The resolution establishing the committee shall clearly define the range of the committee’s responsibility and authority, and shall specify whether the committee shall be a standing or limited-term committee. In meeting and carrying out designated purposes, any such committee shall comply with any applicable legal or contractual requirements. Specifically, parent/teacher associations and/or parent committees shall be advisory only.

Board Appointment/Nomination Process

The Board shall carry out its appointment and nomination process consistent with the requirements of its charter and Bylaws. Should the charter and Bylaws not address any issue which may arise, the Board may adopt regulations which address such concerns. Should the Board wish to alter its appointment or nomination process, it must do so consistent with any requirements of its charter and the bylaws.

Board Member Resignations

Board members may submit a resignation at any time during their term but should give due consideration, as to the timing of the resignation, concerning the impact the resignation may have upon the Board. While a resignation must be acknowledged by the Board at the next regularly scheduled meeting following notice of the resignation, assuming it may be properly agendized, a Board member's resignation need not be accepted by the Board. The resignation becomes effective upon giving written notice to the President, the Secretary, or the Board, unless the notice specifies a later effective time.

Board Member Removal From Office

A Board member may be removed from office by a majority vote of the Board following a motion made in open session for the removal of the Board member. A motion to remove a Board member may not be made in closed session, nor may a discussion about removal be had in closed session.

Removal and Resignation of Officers

Any officer may be removed, either with or without cause by the Board at any time. Any such removal shall be without prejudice to the rights, if any, of the officer under any contract of employment. Any officer may resign at any time by giving written notice to the School, but without prejudice to the rights, if any, of the School under any contract to which the officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Dispute Resolution with Granting Agency

Any dispute that may arise with the granting agency must be handled in strict accordance with the dispute resolution process outlined in the charter or any agreement entered into with the granting agency. Should the Board wish to amend the dispute resolution process it must amend the charter or other agreement in order to do so.

Adopted:

Amended:
4866-1819-5738, v. 1

PACIFIC VIEW CHARTER SCHOOL CONFLICT OF INTEREST CODE

I. ADOPTION

In compliance with the Political Reform Act of 1974, California Government Code Section 87100, et seq., Pacific View Charter School hereby adopts this Conflict of Interest Code (“Code”), which shall apply to all governing board members and all other designated employees of Pacific View Charter School (“Charter School”), as specifically required by California Government Code Section 87300.

II. DEFINITION OF TERMS

As applicable to a California public charter school, the definitions contained in the Political Reform Act of 1974, the regulations of the Fair Political Practices Commission, specifically California Code of Regulations Section 18730, and any amendments or modifications to the Act and regulations are incorporated by reference to this Code.

III. DESIGNATED EMPLOYEES

Employees of this Charter School, including governing board members, who hold positions that involve the making or participation in the making, of decisions that may foreseeably have a material effect on any financial interest, shall be “designated employees.” The designated positions are listed in “Exhibit A” attached to this Code and incorporated by reference herein.

IV. STATEMENT OF ECONOMIC INTERESTS: FILING

Each designated employee, including governing board members, shall file a Statement of Economic Interest (“Statement”) at the time and manner prescribed by California Code of Regulations, title 2, section 18730, disclosing reportable investments, interests in real property, business positions, and income required to be reported under the category or categories to which the employee’s position is assigned in “Exhibit A.”

An investment, interest in real property or income shall be reportable, if the business entity in which the investment is held, the interest in real property, the business position, or source of income may foreseeably be affected materially by a decision made or participated in by the designated employee by virtue of his or her position. The specific disclosure responsibilities assigned to each position are set forth in “Exhibit B.”

Statements Filed With the Charter School. All Statements shall be supplied by the Charter School. All Statements shall be filed with the Charter School. The Charter School’s filing official shall make and retain a copy of the Statement and forward the original to the County Board of Supervisors.

V. DISQUALIFICATION

No designated employee shall make, participate in making, or try to use his/her official position to influence any Charter School decision which he/she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family.

VI. MANNER OF DISQUALIFICATION

A. Non-Governing Board Member Designated Employees

When a non-Governing Board member designated employee determines that he/she should not make a decision because of a disqualifying interest, he/she should submit a written disclosure of the disqualifying interest to his/her immediate supervisor. The supervisor shall immediately reassign the matter to another employee and shall forward the disclosure notice to the Executive Director, who shall record the employee's disqualification. In the case of the Executive Director, this determination and disclosure shall be made in writing to Board of Trustees.

B. Governing Board Member Designated Employees

The Corporation shall not enter into a contract or transaction in which a trustee directly or indirectly has a material financial interest (nor shall the Corporation enter into any contract or transaction with any other corporation, firm, association, or other entity in which one or more of the Corporation's trustees are trustees and have a material financial interest).

Adopted:

Amended:

4860-0209-1802, v. 1

EXHIBIT A

Designated Positions

<u>Designated Position</u>	<u>Assigned Disclosure Category</u>
Members of the Governing Board	1, 2
Executive Director	1, 2
	2
Director of Central Office and Finance	
Director of Curriculum	3
Director of Student Services	3
Technology Technician	3
Consultants/New Positions	*

*Consultants/New Positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:

The Executive Director may determine in writing that a particular consultant or new position, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s or new position’s duties and based upon that description, a statement of the extent of disclosure requirements. The Executive Director’s determination is a public record and shall be retained for public inspection in the same manner and location as this Code (Government Code § 81008).

EXHIBIT B

Disclosure Categories

Category 1

Designated positions assigned to this category must report all interests in real property which is located in whole or in part within two (2) miles of any facility utilized by Pacific View Charter School, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property.

Category 2

Designated positions assigned to this category must report investments and business positions in business entities and sources of income (including receipt of gifts, loans, and travel payments) that are contractors engaged in the performance of work or services, or sources that manufacture, sell, repair, rent or distribute school supplies, books, materials, school furnishings or equipment of the type to be utilized by Pacific View Charter School.

Category 3

Designated positions assigned to this category must report investments and business positions in business entities and sources of income (including receipt of gifts, loans, and travel payments) that are contractors engaged in the performance of work or services, or sources that manufacture, sell, repair, rent or distribute school supplies, books, materials, school furnishings or equipment of the type to be utilized by the designated position's department.

Adopted:

Amended:

4860-0209-1802, v. 1

ACCEPTANCE OF GIFTS

All Board members who receive gifts in their individual capacity must ensure compliance with the Political Reform Act and must disclose any gifts annually on their Form 700, if required.

The following gifts or donations to the School must be accepted by the Board at a regularly scheduled Board meeting: real property, gifts of personal property and gifts of securities. The Board will not accept gifts that would result in the School losing its charter, would result in the School losing its tax-exempt status with the IRS, are not valuable enough in relation to the difficulty or expense in administration, could produce unacceptable consequences for the School or are in contravention of School's mission.

Adopted:

Amended:
4867-7771-0618, v. 1

PUBLIC RECORDS REQUESTS

I. Public Records

A. Public Records Defined

The *Pacific View Charter School* (the “School”) provides the public with access to its public records in accordance with legal requirements. Public records are those writings containing information relating to the conduct of the School’s business that are prepared, owned, used or retained by the School regardless of physical form or characteristics. Certain public records, however, are exempt from disclosure by express provision of law. These records will not be provided to the public. The School may not deny disclosure of records based on the purpose for which the record is being requested.

B. Records Exempt from Disclosure

Some of the records that are exempt from disclosure include the following categories. This is not an exhaustive list.

Preliminary drafts, notes or inter/intra-School memoranda that are not retained by the School in the ordinary course of business;

Records pertaining to pending litigation to which the School is a party or to claims made pursuant to the Government Claims Act (if applicable), until the pending litigation nor claim has been finally adjudicated or otherwise settled.

Personnel, medical, student records, or similar files.

The personal email addresses of all employees of a public agency;

Test questions, scoring keys and other examination data used to administer an examination for employment or academic examination, unless specifically authorized by law.

The content of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the School relative to the acquisition of property, until all of the property has been acquired.

Records, the disclosure of which is exempted or prohibited pursuant to federal or state law, including, but not limited to, provisions of the Evidence Code relating to privilege.

A document prepared by or for the School that assesses its vulnerability to terrorist attack

or other criminal acts intended to disrupt the Schools operations and that is for distribution or consideration in a closed session.

Trade secrets.

Computer software developed by the School.

Identification numbers, alphanumeric characters or other unique identifying codes that the School uses to identify a vendor or contractor, or an affiliate of a vendor or contractor, unless the identifying code number, alphanumeric character or other unique identifying code is used in a public bidding or an audit involving the School.

Records where, on the facts of the particular case, the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record.

The School may, in its discretion and as permitted by law, waive the applicable exemption to the records. In this case, the disclosure constitutes a waiver for all requesters of that public record and will be open to inspection by all requesters.

II. Process for Requesting Public Records

A. Requests for Public Records

Any person wishing to inspect the School's public records shall make the request, preferably in writing, to **Pacific View Charter School at 3670 Ocean Ranch Blvd, Oceanside CA 92056**. The request must reasonably describe an identifiable public record(s) and must be specific and focused.

To the extent reasonable under the circumstances, the School will assist the requester to make a focused and effective request by:

Assisting the member of the public to identify records and information that are responsive to the request or to the purpose of the request, if stated.

Describing the information technology and physical location in which the records exist.

Providing suggestions for overcoming any practical basis for denying access to the records or information sought.

If the School is unable to identify the requested information after making a reasonable effort to elicit additional clarifying information from the requester that will help identify the record(s), the School will not provide further assistance to the requester.

B. Response to Public Records Request

The School will, within 10 days¹ of receipt of the request, provide a written response to the requester of public records. The written response shall contain the following information:

Notice informing the requester whether the request, in whole or in part, seeks copies of disclosable public records in the possession of the School and the reasons for the determination.

If the School denies any request for records, in whole or in part, and the request was in writing, the notification of denial will set forth the names and titles or positions of each person responsible for the denial.

The date and time when the records will be made available.

If the request identifies information which is contained in both electronic format and hard copy, the notice may inform the requester that the information is available in either format.

If the requester seeks copies of the records, the School may charge a fee covering the direct costs of duplication.

If the requester seeks copies in electronic format, the School may charge the requester the direct cost of producing a copy of the record in that format. If, in order to comply with these requirements relating to electronic formatted records described below, the School is required to produce a copy of an electronic record and the record is one that is produced only at otherwise regularly scheduled intervals or the request would require data compilation, extraction or programming to produce the record, the School may charge the requester the cost to construct a record, the cost of programming and computer services necessary to produce the record.

If the School maintains an Internet Website, Webpage or Internet Web Portal, in which the School describes or titles as “open data,” and the School voluntarily posts a public record on that Internet Resource, the School shall post the public record in an open format that meets requirements identified in Government Code § 6253.10.

¹ In unusual circumstances, the 10 day time limit may be extended by written notice by the Executive Director or designee to the person making the request, setting forth the reasons for the extension and the date on which a determination is expected to be dispatched. In no event will the extension exceed 14 days. As used in this policy, “unusual circumstances” means the following, but only to the extent reasonably necessary to the proper processing of the particular request: 1) The need to search for and collect the records from field facilities or other establishments that are separate from the office processing the request; 2) The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records that are demanded in a single request; 3) The need for consultation, which shall be conducted with all practicable speed, with another agency having substantial interest in the determination of the request or among two or more components of the School having substantial subject matter interest therein; or 4) The need to compile data, to write programming language or a computer program, or to construct a computer report to extract data.

The School may comply with the Public Records Act by posting any public record on its Internet Website, and in response to a request for a public record posted on the Website, direct a member of the public to the location on the Website where the public record is posted. If, however, the member of the public requests a copy of the public record due to the inability to access or reproduce the public record from the Website, the School shall promptly provide a copy of the public record in accordance with this policy.

In response to a request for public records sent or received on an employee's personal devices or accounts, the School shall disclose all public records that can be located with reasonable effort and that are otherwise subject to disclosure under the Public Records Act. The School's search for such public records shall be reasonably calculated to locate responsive documents. To fulfill such a request for public records, employees of the School may be asked to search for and disclose all responsive disclosable public records maintained on the employee's personal devices or accounts.

III. Records Inspections or Copies

Time and Place of Inspection: A person who has made a public records request may inspect the records after the date and time identified in the response to the request. Generally, records inspections may take place at **3670 Ocean Ranch Blvd, Oceanside, CA 92056** during office hours of the School, which are **8 am - 4 pm**. If records are not readily available, or if portions of the records to be inspected must be redacted to protect exempt material, then the School must be given a reasonable period of time to perform these functions prior to inspection. Such records shall be examined in the presence of the staff member regularly responsible for their maintenance.

Electronic Formatted Records: If the School has information that constitutes an identifiable public record not exempt from disclosure that is in an electronic format, and it has been requested in an electronic format, the School will make that information available in an electronic format. The School will make the information available for inspection in any electronic format in which it holds the information. If the requested format is one that the School uses to create copies for its own use or for provision to other agencies, the School will provide a copy of the electronic record. The School will not, however, provide electronic records in the electronic form in which it is held by the School if its release jeopardizes or compromises the security or integrity of the original record or of any proprietary software in which it is maintained.

If the School no longer has the record in electronic format, the School will not reconstruct the record in electronic format.

Partial Disclosure: If the requested records may only partially be disclosed because some are exempt from disclosure, the reasonably segregable portion of the record(s) will be made available for inspection.

Inspection at the School: A requester who inspects a disclosable record at the School has the right to use the requestor's equipment on the premises, without being charged any fees or costs, to photograph or otherwise copy or reproduce the record in a manner that does not require the equipment to make physical contact with the record, unless the means of copy or reproduction would result in either of the following: 1) Damage to the record; 2) Unauthorized access to the School's computer systems or secured networks by using software, equipment or any other technology capable of accessing, altering, or compromising the agency's electronic records.

The School may impose any reasonable limits on the use of the requester's equipment that are necessary to protect the safety of the records or to prevent the copying of records from being an unreasonable burden to the orderly function of the agency and its employees. The School may also impose any limit that is necessary to maintain the integrity of, or ensure the long-term preservation of, historic or high-value records.

Adopted:

Amended:
4890-6091-9322, v. 1

BOARD ORIENTATION

Board Orientation

Prior to the first meeting, new trustees will receive a briefing on the meeting protocols, agenda and issues of high priority or urgency needing Board attention. New Board of Trustees members will be given an overview of the Brown Act relative to meeting protocols and a copy of the Brown Act for their personal use. New Board of Trustees members will be provided with a board manual and encouraged to review it and contact the Board President and/or Executive Director with any and all questions.

Additional training will be given as needed.

Board Approval:

Amended:

8.3

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Fiscal Policies

A. Budget Calendar and Responsibilities

The Pacific view Charter School will develop and monitor its budget in accord with the annual budget development and monitoring calendar as specified below:

January-February

- *Develop rough planning budget for upcoming fiscal year, including projected enrollment and any proposed staffing changes.*
- *Develop five-year budget projection in accord with the school's established strategic and growth plans.*
- *Ongoing monitoring and revision of current year budget.*

March-April

- *The Executive Director working in conjunction with staff prepares a formal budget plan for upcoming fiscal year.*
- *Ongoing monitoring and revision of current year budget.*

May-June

- *Executive Director and staff review revenue projections subsequent to the Governor's annual "May Revise" budget figures, fine-tunes the upcoming fiscal year budget to accommodate any changes. The finalized proposed budget for the upcoming fiscal year will be forwarded to the Board.*
- *The Board reviews and formally adopts a budget for the upcoming fiscal year before June 30. A copy of the final budget is provided to the charter-granting agency.*
- *Ongoing monitoring and revision of current year budget*

July-August

- *Books for prior fiscal year are closed, all transactions are posted, and records assembled for audit.*
- *Budget is reviewed subsequent to the adoption of the State Budget Act and necessary adjustments are made. A copy of the revised final budget is provided to the charter-granting agency.*
- *Independent auditor performs audit of the just-closed fiscal year and prepares audit report for review by the Executive Director and staff.*

September-December

- *Executive Director and staff address any audit exceptions or adverse findings.*

- *Audit report and any follow-up plans are submitted to the Board for approval and a copy is submitted to the charter-granting agency by December 15.*
- *The Executive Director reviews current year actual versus budgeted revenues and expenditures after First Interim (October 31) and Second Interim (January 31) of the school year and submits reports to the Board for approval. A copy of each report will be submitted to the charter-granting agency.*
- *Ongoing monitoring and revision of current year budget.*

B. Controls, Budget, and Fiscal

Pacific View Charter School will maintain in effect the following principles in its ongoing fiscal management practice to ensure that, (1) expenditures are authorized by and in accord with amounts specified in the board-adopted budget, (2) the school's funds are managed and held in a manner that provides a high degree of protection of the school's assets, and (3) all transactions are recorded and documented in an appropriate manner.

Segregation of Duties

Pacific View Charter School will develop and maintain simple check request and purchase order forms to document the authorization of all non-payroll expenditures. All proposed expenditures must be approved by the ~~Business Manager~~ *Director of Business & Operations* who will review the proposed expenditure to determine whether it is consistent with the Board-adopted budget and approve the check request form.

All transactions will be posted in an electronic general ledger. A designated employee will post the transactions on the ledger. To ensure segregation of recording and authorization, the designated employee may not co-sign check requests for purchase orders.

Budget Transfers

The ~~Business Manager~~ *Director of Business & Operations* may make transfers ~~up to \$5,000~~ from one budget item to another *after Executive Director approval* ~~without board approval~~, but shall notify the Board of any transfer *over \$10,000* at the next regularly scheduled meeting.

Banking Arrangements

Pacific View Charter School will maintain its accounts either in the County Treasury or at a federally insured commercial bank or credit union. Funds will be deposited in non-speculative accounts including federally-insured savings or

checking accounts or invested in non-speculative federally-backed instruments or in the County's Pooled Money Investment Fund. If funds are held in accounts outside of the County Treasury, the Board must appoint and approve all individuals authorized to sign checks or warrants in accord with these policies.

~~The School's Business Manager~~ *Director of Business & Operations* and/or designee will reconcile the school's ledger (s) with its bank accounts ~~or accounts in the county treasury~~ on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) and other reports upon request of the board. The Executive Director and the Board will regularly review these statements. The School will deposit all funds received as soon as practical upon receipt.

All funds received shall be deposited or transferred into the school's accounts at the earliest possible convenience.

Purchasing Procedures

All purchases over 10K must include documentation of a good faith effort that goods and services are purchased at competitive market rate. The Executive Director or Director of Business & Operations shall not approve purchase orders or check request lacking such documentation. Competitive Bid documentation shall be attached to all check and purchase order requests showing that at least three vendors were contacted and such documentation shall be maintained for three years. All purchases in excess of ~~\$30,000~~ \$99,100 must be board-approved, except in the case of emergencies that necessitate the purchase of emergency response supplies, equipment, or services.

Record Keeping

Transaction ledgers, canceled/duplicate checks, attendance and entitlement records, payroll records, and any other necessary fiscal documents will be maintained by school staff in a secure location for at least three years or as long as required by applicable law, whichever is longer. Appropriate back-up copies of electronic and paper documentation, including financial and attendance accounting data, will be regularly prepared and stored in secure off-site location, separate from the school.

Property Inventory

~~The School's Business Manager~~ *Director of Business & Operations* shall establish and maintain an inventory of all non-consumable goods and equipment worth over \$1,000. This inventory may include the original price and date, a brief description, serial numbers, and other information appropriate for documenting the school's

assets. This property will be inventoried on an annual basis. ~~and lists of any missing property shall be presented to the Board.~~

All non-consumable school property lent to students shall be returned to the school.

Any excess or surplus property owned by the school may be sold or auctioned by the Executive Director provided the Executive Director engages in due diligence to maximize the value of the sale or auction to the school. The Board shall approve the sale or auction of property owned by the school. ~~with a fair market value in excess of \$1,000 in advance.~~

Payroll Services

Pacific View Charter School will contract with the County Office of Education or a reputable, bonded, and insured payroll contractor to prepare payroll checks, tax and retirement withholdings, tax statements, and to perform other payroll support functions. The Executive Director will establish and oversee a system to prepare time and attendance reports and submits payroll check requests. The Executive Director and/or *designee* ~~Board Treasurer~~ will review payroll statements monthly to ensure that (1) salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks.

Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal I-9 form & tax withholding forms. ~~retirement date, and an accounting of the use of sick leave.~~

Attendance Accounting

The Executive Director or designee will establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance at the School and engaged in the activities required of them by the School. The annual audit will review actual attendance accounting records and practices to ensure compliance. The attendance accounting practices will be in conformance with the Charter Schools Act and applicable California Administrative Code sections defining Charter School Average Daily Attendance. Therefore:

- ADA will be computed by dividing the actual number of days of student attendance by the number of calendar days of instruction by the School.
- The School's instructional calendar will include at least 175 days of instruction to avoid the fiscal penalty for providing fewer than 175 days of

instruction as provided by the Administrative Code regulation. The calendar must also document that the school offers an amount of annual minutes of instruction as required pursuant to applicable law.

Annual Financial Audit

Pacific View Charter School shall annually contract for the services of an independent certified public accountant to perform an annual fiscal audit. The audit shall include, but not be limited to (1) an audit of the accuracy of school's financial statements, (2) an audit of the school's attendance accounting and revenue claims practices, and (3) an audit of the school's internal controls practices. If the school receives over \$300,000 from federal sources, the audit shall be prepared in accordance with any relevant Office of Management and Budget audit circulars. The Audit shall be completed, reviewed by the Board, and submitted to the charter-granting agency, the County Office of Education, the Office of the State Controller, and California Department of Education prior to December 15 of each year.

C. Required Budget and Other Fiscal Reports

The Executive Director, working in conjunction with the ~~Business Manager~~ *Director of Business & Operations* will produce and submit to the charter granting agency any and all required fiscal reports as may be required by state or federal law, or mandated by the terms of the school's charter. These include, but are not limited to, attendance reports, enrollment and other data reports required by the California Basic Education Data System, and other related data.

D. Property and Liability Insurance

The ~~Business Manager~~ *Director of Business & Operations* shall ensure that the school retains appropriate property and liability insurance coverage. Property insurance shall be obtained and address business interruption and casualty needs, including flood, fire, earthquake, and other hazards with replacement cost coverage for all assets listed in the school's Property Inventory and consumables. Premises and Board errors and omissions liability insurance shall also be obtained and kept in force at all times on a "claims made" form with a self insured retention of no more than \$50,000 per occurrence and limit of not less than \$1 million per occurrence. The school's Director and other staff who manage funds are covered under the school's Commercial Crime Insurance coverage. ~~shall be placed under a fidelity bond.~~

E. Board Compensation

Board members shall serve without compensation, but may be reimbursed for actual and necessary expenses. Expenses for travel necessary to attending board meetings and the board need not approve meetings of board committees in advance. The board shall approve all other expenses in advance. Travel expenses reimbursed shall not exceed levels that would be subject to federal or state income tax. Receipts shall document all expenses reimbursed and in no event may reimbursements exceed actual expenses.

F. Authority to Enter Into Contracts and Agreements

Except as otherwise provided in these policies, the Executive Director ~~and Business Manager~~ may enter into contracts and agreements ~~not to exceed \$10,000~~ without Board approval, provided funds sufficient for the contract or agreement are authorized and available within the school's board-adopted budget. Contracts and agreements ~~in excess of \$10,000~~ must be submitted for board approval ~~and may be executed by the Executive Director or Business Manager after the Board has duly approved the contract or agreement.~~

G. Fundraising, Grant Solicitation, and Donation Recognition

In regards to any Fundraising Activity the Board shall be informed of any conditions, restrictions, or compliance requirements associated with the receipt of such funds, including grants or categorical programs sponsored by the state or federal government. The Board shall be notified no later than the next regular board meeting of the award or receipt of any funds and shall approve the receipt of any grants, donations, or receipts of fundraising proceeds prior to their deposit in the school's account.

Board Approved: 04-05-05

Amended:

8.4

Board Warrant Report
Pacific View Charter School
March, 2022

Warrant ID	Name	Payment Date	Total Warrant Amount	Description	Fund	Invoice Fund Amount	PO No.
002464	Reliable Translations Inc.	3/2/2022	\$ 147.00	Reliable Translations	6200	\$ 147.00	0000001399
14872334	Specialized Therapy Services, Inc	3/7/2022	\$ 2,404.13	Specialized Therapy Services	6200	\$ 2,404.13	0000001429
14872335	BILLY R BENSON,	3/7/2022	\$ 2,312.50	Business Office Training	6200	\$ 2,031.25	0000001309
14872335	BILLY R BENSON,	3/7/2022	\$ 2,312.50	Consulting SB740 Prep/ Board Presentation	6200	\$ 281.25	0000001309
14872336	NATIONAL BENEFIT SERVICES, LLC	3/7/2022	\$ 75.00	Administrative Fees for Employer	6200	\$ 75.00	0000001375
14872337	OFFICE DEPOT	3/7/2022	\$ 15.90	Office Depot - Student Supplies	6200	\$ 15.90	0000001385
14872338	RONALD LARRY HOLDEN	3/7/2022	\$ 2,680.00	Janitorial Services	6200	\$ 2,600.00	0000001364
14872338	RONALD LARRY HOLDEN	3/7/2022	\$ 2,680.00	Handyman Services	6200	\$ 80.00	0000001364
14872339	VCC OCEAN RANCH CONDO. ASSOC.	3/7/2022	\$ 6,158.00	Property Association Fees - Oceanside	6200	\$ 6,158.00	0000001370
002547	JAN-PRO OF SAN DIEGO	3/9/2022	\$ 3,799.00	Janitorial Services - Oceanside	6200	\$ 3,799.00	0000001355
002548	MV MEDICAL CTR MASTER ASSOC	3/9/2022	\$ 1,384.00	Master Association Fees - MV	6200	\$ 1,384.00	0000001359
002549	PACIFIC VIEW CHARTER SCHOOL	3/9/2022	\$ 18,130.94	Mortgage Payment - Oceanside -	6200	\$ 2,719.64	0000001312
002549	PACIFIC VIEW CHARTER SCHOOL	3/9/2022	\$ 18,130.94	Mortgage Payment - Oceanside -	6200	\$ 15,411.30	0000001312
002550	SCHOOL PATHWAYS HOLDINGS, LLC	3/9/2022	\$ 70.00	Cal Pads, Online Registration,	6200	\$ 70.00	0000001390
14873832	Cordata Shredding	3/10/2022	\$ 99.79	Off-site Secure Storage	6200	\$ 99.79	0000001306
14873833	Linda Moore	3/10/2022	\$ 374.78	Employee Reimbursement - Conference	6200	\$ 374.78	employee
14873834	HopSkipDrive, INC	3/10/2022	\$ 2,218.90	Sped Transportation	6200	\$ 2,218.90	0000001413
14873835	ADT SECURITY SERVICES	3/10/2022	\$ 67.90	Security System - MV	6200	\$ 67.90	0000001292
14873836	CALIFORNIA COMMERCIAL SECURITY	3/10/2022	\$ 1,539.70	Security System - Oceanside	6200	\$ 1,539.70	0000001341
14873837	CDW GOVERNMENT, INC.	3/10/2022	\$ 5,195.09	CDWG CLASSROOM TECHNOLOGY	6200	\$ 320.00	0000001483
14873837	CDW GOVERNMENT, INC.	3/10/2022	\$ 5,195.09	CDWG CLASSROOM TECHNOLOGY	6200	\$ 4,502.71	0000001483
14873837	CDW GOVERNMENT, INC.	3/10/2022	\$ 5,195.09	Student HEADPHONES CDW	6200	\$ 372.38	0000001473
14873838	COX BUSINESS SERVICES	3/10/2022	\$ 458.62	Admin- Internet & Phone Service	6200	\$ 68.79	0000001308
14873838	COX BUSINESS SERVICES	3/10/2022	\$ 458.62	Student - Internet & Phone Service	6200	\$ 389.83	0000001308
14873839	OFFICE DEPOT	3/10/2022	\$ 274.48	Office Supplies - MV	6200	\$ 19.93	0000001376
14873839	OFFICE DEPOT	3/10/2022	\$ 274.48	Office Depot - Student Supplies	6200	\$ 196.68	0000001385
14873839	OFFICE DEPOT	3/10/2022	\$ 274.48	Office Supplies - MV	6200	\$ 27.83	0000001376
14873839	OFFICE DEPOT	3/10/2022	\$ 274.48	Office Supplies - OCEANSIDE CA	6200	\$ 30.04	0000001376
14873840	KIRA FOX- CUSTODIAN OF PETTY CASH	3/10/2022	\$ 120.00	Office Supplies - MoVal	6200	\$ 120.00	0000001382
14873841	SAN DIEGO GAS & ELECTRIC	3/10/2022	\$ 3,210.62	Electrical Utilities Oceanside	6200	\$ 3,210.62	0000001366
002609	Reliable Translations Inc.	3/14/2022	\$ 441.00	Reliable Translations	6200	\$ 147.00	0000001399
002609	Reliable Translations Inc.	3/14/2022	\$ 441.00	Reliable Translations	6200	\$ 147.00	0000001399
002609	Reliable Translations Inc.	3/14/2022	\$ 441.00	Reliable Translations	6200	\$ 147.00	0000001399
002610	Pediatric Therapy Services, LLC	3/14/2022	\$ 16,764.50	Stepping Stones - Sped Teacher	6200	\$ 8,340.00	0000001400
002610	Pediatric Therapy Services, LLC	3/14/2022	\$ 16,764.50	Stepping Stones - Sped Teacher	6200	\$ 8,424.50	0000001400
002611	Diamond Environmental Services, LP	3/14/2022	\$ 272.90	Handwash Basins - Student Lunch area	6200	\$ 272.90	0000001350
002612	NANPOR SECURITY SERVICES	3/14/2022	\$ 2,519.30	Security Guard Oceanside	6200	\$ 2,519.30	0000001430
002613	WASTE MANAGEMENT	3/14/2022	\$ 132.40	Trash Services - Moreno Valley	6200	\$ 132.40	0000001371

Board Warrant Report
Pacific View Charter School
March, 2022

Warrant ID	Name	Payment Date	Total Warrant Amount	Description	Fund	Invoice Fund Amount	PO No.
14874915	Riverside County Treasurer	3/14/2022	\$ 1,560.88	Property Taxes - Moreno Valley	6200	\$ 1,560.88	0000001363
14874916	Law Office of Mathew Storey, APC	3/14/2022	\$ 8,800.00	Legal Services- SPED	6200	\$ 8,800.00	0000001484
14874917	Bray Outdoor Ads	3/14/2022	\$ 18,150.00	Busbacks Oceanside	6200	\$ 7,000.00	0000001466
14874917	Bray Outdoor Ads	3/14/2022	\$ 18,150.00	Busbacks Oceanside	6200	\$ 4,500.00	0000001466
14874917	Bray Outdoor Ads	3/14/2022	\$ 18,150.00	Busbacks Oceanside	6200	\$ 2,250.00	0000001466
14874917	Bray Outdoor Ads	3/14/2022	\$ 18,150.00	Cory Bray Commisison - Facebook	6200	\$ 4,400.00	0000001491
14874918	YOUNG, MINNEY & CORR, LLP	3/14/2022	\$ 1,413.37	Legal Services	6200	\$ 1,413.37	0000001392
14874919	SAN DIEGO COUNTY TREASURER	3/14/2022	\$ 5,715.92	Property Taxes - Oceanside	6200	\$ 5,715.92	0000001365
002653	Reliable Translations Inc.	3/16/2022	\$ 147.00	Reliable Translations	6200	\$ 147.00	0000001399
14876233	COX BUSINESS SERVICES	3/17/2022	\$ 280.18	Security Cameras Oceanside	6200	\$ 280.18	0000001349
14876234	SPARKLETTS & SIERRA SPRINGS	3/17/2022	\$ 406.41	Bottled Water Service	6200	\$ 380.43	0000001368
14876234	SPARKLETTS & SIERRA SPRINGS	3/17/2022	\$ 406.41	Bottled Water Service	6200	\$ 25.98	0000001368
14876235	KIRA FOX- CUSTODIAN OF PETTY CASH	3/17/2022	\$ 140.00	Office Supplies - MoVal	6200	\$ 140.00	0000001382
14876236	SECURITY SIGNAL DEVICES, INC.	3/17/2022	\$ 518.85	Fire Alarm System - MV	6200	\$ 518.85	0000001369
002702	PACIFIC VIEW CHARTER SCHOOL	3/21/2022	\$ 12,355.89	Mortgage Payment - MV Wells Fargo	6200	\$ 9,884.71	0000001313
002702	PACIFIC VIEW CHARTER SCHOOL	3/21/2022	\$ 12,355.89	Mortgage Payment - MV Wells Fargo	6200	\$ 2,471.18	0000001313
14877085	InterQuest Group, Inc	3/21/2022	\$ 700.00	Campus - Search Dogs 10 Visit	6200	\$ 700.00	0000001334
14877086	Specialized Therapy Services, Inc	3/21/2022	\$ 675.00	Specialized Therapy Services -	6200	\$ 675.00	0000001429
14877087	EASTERN MUNICIPAL WATER DIST	3/21/2022	\$ 236.25	Water Utilities - Moreno Valley	6200	\$ 236.25	0000001351
14877088	PALOMAR FAMILY COUNSELING	3/21/2022	\$ 5,543.00	Palomar Family Counseling	6200	\$ 5,543.00	0000001443
14877089	FRONTIER	3/21/2022	\$ 360.94	Student - Phone & Internet Services	6200	\$ 306.80	0000001310
14877089	FRONTIER	3/21/2022	\$ 360.94	Admin - Phone & Internet Services	6200	\$ 54.14	0000001310
002731	ATX Learning	3/23/2022	\$ 22,302.30	ATX SPED Vendor	6200	\$ 12,112.50	0000001471
002731	ATX Learning	3/23/2022	\$ 22,302.30	ATX SPED Vendor	6200	\$ 10,189.80	0000001471
14878621	KIRA FOX- CUSTODIAN OF PETTY CASH	3/24/2022	\$ 140.00	Office Supplies - MoVal	6200	\$ 140.00	0000001382
002776	Total Education Solutions	3/28/2022	\$ 559.50	TES Therapy	6200	\$ 463.50	0000001401
002776	Total Education Solutions	3/28/2022	\$ 559.50	TES Therapy	6200	\$ 96.00	0000001401
002777	Reliable Translations Inc.	3/28/2022	\$ 147.00	Reliable Translations	6200	\$ 147.00	0000001399
002778	MV MEDICAL CTR MASTER ASSOC	3/28/2022	\$ 1,384.00	Master Association Fees - MV	6200	\$ 1,384.00	0000001359
002779	NANPOR SECURITY SERVICES	3/28/2022	\$ 3,527.02	Security Guard Oceanside	6200	\$ 3,527.02	0000001430
14879523	MISSION FEDERAL CREDIT UNION	3/28/2022	\$ 6,806.77	Featured - Job Posting Director	6200	\$ 200.00	0000001474
14879523	MISSION FEDERAL CREDIT UNION	3/28/2022	\$ 6,806.77	Sports supplies	6200	\$ 507.30	0000001451
14879523	MISSION FEDERAL CREDIT UNION	3/28/2022	\$ 6,806.77	Lease Web - Website domain	6200	\$ 81.37	0000001439
14879523	MISSION FEDERAL CREDIT UNION	3/28/2022	\$ 6,806.77	Graduation Venue 2022	6200	\$ 2,000.00	0000001477
14879523	MISSION FEDERAL CREDIT UNION	3/28/2022	\$ 6,806.77	Mission Federal - Instructional supplies	6200	\$ 118.94	0000001386
14879523	MISSION FEDERAL CREDIT UNION	3/28/2022	\$ 6,806.77	Staff - Training CLASSIFIED	6200	\$ 199.00	0000001381
14879523	MISSION FEDERAL CREDIT UNION	3/28/2022	\$ 6,806.77	Postage Services - Stamps.com	6200	\$ 24.99	0000001373
14879523	MISSION FEDERAL CREDIT UNION	3/28/2022	\$ 6,806.77	Postage - Admin Oceanside	6200	\$ 140.00	0000001373

Board Warrant Report
Pacific View Charter School
March, 2022

Warrant ID	Name	Payment Date	Total Warrant Amount	Description	Fund	Invoice Fund Amount	PO No.
14879523	MISSION FEDERAL CREDIT UNION	3/28/2022	\$ 6,806.77	Postage- Student	6200	\$ 360.00	0000001373
14879523	MISSION FEDERAL CREDIT UNION	3/28/2022	\$ 6,806.77	Off-site Storage	6200	\$ 619.97	0000001362
14879523	MISSION FEDERAL CREDIT UNION	3/28/2022	\$ 6,806.77	Google Adworks	6200	\$ 1,000.00	0000001315
14879523	MISSION FEDERAL CREDIT UNION	3/28/2022	\$ 6,806.77	Facebook Ads	6200	\$ 1,530.21	0000001314
14879523	MISSION FEDERAL CREDIT UNION	3/28/2022	\$ 6,806.77	Postage Services - MV Stamps.com	6200	\$ 24.99	0000001374
14879524	MORENO VALLEY UTILITY	3/28/2022	\$ 3,436.91	Electrical Utilities - MV	6200	\$ 1,784.60	0000001360
14879524	MORENO VALLEY UTILITY	3/28/2022	\$ 3,436.91	Electrical Utilities - MV	6200	\$ 1,652.31	0000001360
002812	Reliable Translations Inc.	3/30/2022	\$ 147.00	Reliable Translations	6200	\$ 147.00	0000001399
002813	Pediatric Therapy Services, LLC	3/30/2022	\$ 9,620.00	Stepping Stones - Sped Teacher	6200	\$ 9,620.00	0000001400
14880565	Citi Cards	3/30/2022	\$ 7,916.51	2 Whirlpool Refrigerators	6200	\$ 1,679.42	0000001492
14880565	Citi Cards	3/30/2022	\$ 7,916.51	Rental Vehicles - Sports Team	6200	\$ 127.71	0000001461
14880565	Citi Cards	3/30/2022	\$ 7,916.51	Citibank - Costco Student Supp	6200	\$ 203.72	0000001407
14880565	Citi Cards	3/30/2022	\$ 7,916.51	Janitorial Supplies - MV	6200	\$ 74.11	0000001347
14880565	Citi Cards	3/30/2022	\$ 7,916.51	Janitorial Services - Oceanside	6200	\$ 819.62	0000001346
14880565	Citi Cards	3/30/2022	\$ 7,916.51	Admin Supplies - Costco - MV	6200	\$ 45.10	0000001305
14880565	Citi Cards	3/30/2022	\$ 7,916.51	Citibank - Child Nutrition	6200	\$ 4,889.88	0000001387
14880565	Citi Cards	3/30/2022	\$ 7,916.51	Auto expenses - Gas, Maintenance	6200	\$ 68.34	0000001303
14880565	Citi Cards	3/30/2022	\$ 7,916.51	Admin - Costco Supplies - Oceanside	6200	\$ 8.61	0000001304
14880566	Emcor Services Mesa Energy	3/30/2022	\$ 2,665.00	HVAC Maintenance, Service & Repair	6200	\$ 2,665.00	0000001352
14880567	DECORATIVE SERVICES	3/30/2022	\$ 2,740.89	BACKPACK for 1TO1 computers	6200	\$ 2,740.89	0000001485
14880568	GAYL JOHNSON	3/30/2022	\$ 63.00	CPR training reimbursement	6200	\$ 63.00	employee

8.6

**BYLAWS
OF
PACIFIC VIEW CHARTER SCHOOL**

**ARTICLE I
Purposes**

The corporation is organized for the charitable and public purposes as specified in its Articles of Incorporation.

**ARTICLE II
Offices**

Section 1. Principal Office.

The corporation's principal office shall be located at such place within the County of San Diego, California as the Board of Trustees ("Board") shall determine. The Board has full power and authority to change the principal office from one location to another within the County of San Diego, California.

Section 2. Other Offices.

Branch or subordinate offices may at any time be established by the Board at any place or places where the corporation is qualified to do business.

**ARTICLE III
Membership**

Section 1. No Members.

The Corporation shall have no members as that term is defined in Section 5056 of the California Nonprofit Corporation Law.

**ARTICLE IV
Board of Trustees**

Section 1. Powers.

Subject to the limitations of the California Nonprofit Public Benefit Corporation Law, the corporation's Articles of Incorporation and these Bylaws, and such California local public agency laws of general application as may be applicable to the corporation, the activities and affairs of the corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the corporation's activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the corporation shall

be managed and all corporate powers shall be exercised under the ultimate direction of the Board. No assignment, referral or delegation of authority by the Board or anyone acting under such delegation shall preclude the Board from exercising full authority over the conduct of the corporation's activities, and the Board may rescind any such assignment, referral or delegation at any time.

Without prejudice to its general powers, but subject to the same limitations set forth above, the Board shall have the following powers in addition to any other powers enumerated in these Bylaws and permitted by law:

i. To select and remove all of the officers, agents and employees of the corporation; to prescribe powers and duties for them which are not inconsistent with law, the corporation's Articles of Incorporation or these Bylaws; to fix their compensation; and to require security from them for faithful service;

ii. To conduct the affairs and activities of the corporation and to make such rules and regulations therefore which are not inconsistent with law, the corporation's Articles of Incorporation or these Bylaws;

iii. To adopt, make and use a corporate seal and to alter the form of the seal from time to time;

iv. To borrow money and incur indebtedness for the purposes of the corporation, and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities therefore.

v. To act as trustee under any trust incidental to the principal object of the corporation, and receive, hold, administer, exchange and expend funds and property subject to such trust;

vi. To acquire by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of real and personal property; and

vii. To assume any obligations, enter into any contracts or other instruments, and do any and all other things incidental or expedient to the attainment of any corporate purpose.

viii. To carry out such other duties as are described in the Charter of the Pacific View Charter School ("School") as approved by the Oceanside Unified School District.

Section 2. Number of Trustees.

The number of trustees of the corporation shall be no less than three (3) and no more than five (5) unless and until changed by amendment of these bylaws. Trustees may include, but are not limited to, community members, business owners, educators,

parent/guardians, and other Charter School operators. It is desirable for at least one (1) trustee to be a parent/guardian of a PVCS student.

a. The Oceanside Unified School District shall be entitled shall be entitled to appoint a single representative to act as a liaison to serve in an advisory capacity to the Board of Trustees, but this liaison shall not serve as a member of the Board.

b. All trustees (other than the District-appointed representative referred to in Section 2.a) shall be designated by the existing Board of Trustees. ~~No former employee shall serve on the Board of Trustees unless such former employee previously served as a trustee after 2010, and is not an interested person as defined in Section 22 of Article IV of these bylaws.~~ All current and future members of the Board of Trustees shall complete governance training.

Section 3. Terms of Office of Trustees.

a. Board Trustee One (1) President shall have a term of office of one (1) year.

b. Board Trustee Two (2) First Vice President shall have a term of office of *one (1) years*.

c. Board Trustee Three (3) and Four (4) shall have a term of office of one (1) year.

Section 4. Resignation and Removal.

Subject to the provisions of Section 5226 of the California Nonprofit Public Benefit Corporation Law, any trustee may resign effective upon giving written notice to the chairman, the president, the secretary, or the Board, unless the notice specifies a later effective time. If the resignation is effective at a future time, a successor may be selected before such time, to take office when the resignation becomes effective.

Any trustee, except for the representative appointed by the charter authorizer, may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Trustees at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and such removal are given in compliance with the provisions of the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code) as said chapter may be modified by subsequent legislation ("Brown Act"). The representative designated by the charter authorizer may be removed without cause by the charter authorizer or with the written consent of the charter authorizer. Any vacancy caused by the removal of a trustee shall be filled as provided in Section 6.

Section 5. Vacancies.

i. A Board vacancy or vacancies shall be deemed to exist if any trustee dies, resigns, or is removed, or if the authorized number of trustees is increased.

ii. Notwithstanding Section 5, the Board may declare vacant the office of any trustee who has been convicted of a felony, or has been found to have breached, any duty arising under Article 3 of Chapter 2 of the California Nonprofit Public Benefit Corporation Law or to be of unsound mind by any court of competent jurisdiction.

iii. No reduction of the authorized number of trustees shall have the effect of removing any trustee prior to the expiration of the trustee's term of office.

iv. Vacancies on the Board of Trustees except for the representative appointed by the charter authorizer, may be filled by approval of the Board of Trustees or, if the number of trustees then in office is less than a quorum, by (a) the affirmative vote of a majority of the trustees then in office at a regular or special meeting of the Board, or (b) a sole remaining trustee. A vacancy in the seat of the representative of the charter authorizer shall be filled by the charter authorizer.

Section 6. Place of Meeting.

Meetings shall be held at the principal office of the Corporation unless the Board of Trustees designates another location in accordance with these bylaws. The Board of Trustees may also designate that a meeting be held at any place within the granting agency's boundaries designated in the notice of the meeting. All meetings of the Board of Trustees shall be called, held and conducted in accordance with the terms and provisions of the Brown Act.

Section 7. Meetings; Annual Meeting.

Notwithstanding any other provision of these bylaws, all meetings of the Board and its committees shall be called, noticed, and held in compliance with the provisions of the Brown Act to the extent required by law.

Annually the Board shall meet for the purpose of organization, appointment of officers and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date and place as may be specified and noticed by the Board in compliance with the Brown Act.

Section 8. Regular Meetings.

Regular meetings of the Board, including annual meetings, shall be held at such times, and places as may from time to time be fixed by the Board. At least 72 hours before a regular meeting, the Board of Trustees, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 9. Special Meetings.

Special meetings of the Board for any purpose may be called at any time by the president, or a majority of the trustees. The party calling such special meeting shall determine the place, date and time thereof.

Section 10. Notice of Special Meetings.

In accordance with the Brown Act, special meetings of the Board of Trustees may be held only after twenty-four (24) hours notice is given to the public through the posting of an agenda. Trustees shall also receive at least twenty-four (24) hours notice of the special meeting, in the following manner:

- a. Any such notice shall be addressed or delivered to each trustee at the trustee's address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the trustee for purposes of notice, or, if an address is not shown on the Corporation's records or is not readily ascertainable, at the place at which the meetings of the Board of Trustees are regularly held.
- b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.

The notice of special meeting shall state the time of the meeting, the place, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 11. Quorum.

A majority of the trustees then in office shall constitute a quorum. Every act or decision done or made by a majority of the trustees present at a meeting duly held at which a quorum is present is an act of the Board. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of trustees, if any action taken is approved by at least a majority of the required quorum for such meeting. Trustees may not vote by proxy. The vote or abstention of each Board member present for each action taken shall be publicly reported.

Section 12. Teleconference Meetings.

Members of the Board of Trustees may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Board of Trustees shall participate in the teleconference meeting from locations within the boundaries of the granting agency in which the Corporation operates;
- b. All votes taken during a teleconference meeting shall be by roll call;

- c. If the Board of Trustees elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- d. All locations where a member of the Board of Trustees participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;
- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Trustees directly at each teleconference location; and
- f. Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

Section 13. Adjournment.

A majority of the trustees present, whether or not a quorum is present, may adjourn any trustees meeting to another time or place. Notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the trustees who were not present at the time of the adjournment, and to the public in the manner prescribed by the Brown Act.

Section 14. Rights of Inspection.

Every trustee has the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation, to the full extent permitted under applicable federal and state laws. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents. The inspection may be made in person or by the trustee's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law.

Board Committees.

The Board may appoint an executive committee and one or more other committees each consisting of two (2) or more trustees, and no one who is not a trustee, to serve at the pleasure of the Board, and delegate to such committee any of the authority of the Board, except with respect to:

- a. The approval of any action for which the California Nonprofit Public Benefit Corporation Law requires the approval of the Board;
- b. The filling of vacancies on the Board or on any committee which has the authority of the Board;
- c. The fixing of compensation of the trustees for serving on the Board or on any committee;

d. The amendment or repeal of bylaws or the adoption of new bylaws;

e. The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;

f. The appointment of other committees having the authority of the Board;

g. The expenditure of corporate funds to support a nominee for trustee after there are more people nominated for trustee than can be elected; or

h. The approval of any self-dealing transaction as such transactions are defined in Section 5233(a) of the California Nonprofit Public Benefit Corporation Code, except as permitted under Section 24 of this Article.

Any such committee must be created, and the members thereof appointed, by resolution adopted by a majority of the number of trustees then in office, and any such committee may be designated as an executive committee or by such other name as the Board shall specify. The Board may appoint, in the same manner, alternate members to a committee who may replace any absent member at any meeting of the committee. The Board shall have the power to prescribe the manner in which proceedings of any such committee shall be conducted. In the absence of any such prescription, such committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless the Board, such committee, or these bylaws shall otherwise provide, the regular and special meetings and other actions of any such committee shall be governed by the provisions of this Article applicable to meetings and actions of the Board. Minutes shall be kept of each meeting of each committee.

Section 15. Other Committees.

a. The Board, may create other committees, either standing or special, to serve the Board which do not have the powers of the Board. The president, with the approval of the Board, shall appoint members to serve on such committees, and shall designate the committee chairman. If a trustee is on a committee, he or she shall be the chairman. Each member of a committee shall continue as such until the next annual election of officers and until his or her successor is appointed, unless the member sooner resigns or is removed from the committee.

b. Meetings and actions of committees of the Board of Trustees shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Trustees' actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Trustees' resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Trustees may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Trustees has not adopted rules, the committee may do so. A committee may take action by majority vote.

c. Any member of a committee may resign at any time by giving written notice to the chairman of the committee or to the president. Such resignation, which may or may not be made contingent upon formal acceptance, shall take effect upon the date of receipt or at any later time specified in the notice. The chairman may, with prior approval of the Board, remove any appointed member of a committee. The president, with the Board's approval, shall appoint a member to fill a vacancy in any committee or any position created by an increase in the membership for the unexpired portion of the term.

Section 16. Fees and Compensation.

Trustees and members of committees shall not receive any compensation for their services; however, the Board may approve reimbursement of a trustee's actual and necessary expenses incurred in the conduct of the corporation's business as the Board of Trustees may establish by resolution to be just and reasonable as to the Corporation at the time that the resolution is adopted.

Section 17. Nonliability of Trustees.

No trustee shall be personally liable for the debts, liabilities or other obligations of this corporation.

Section 18. Interested Persons.

No one serving on the Board may be "interested persons." An "interested person" is (i) any person compensated by the corporation for services rendered to it within the previous twelve (12) months whether as a full- or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a trustee as trustee, and (ii) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law or father-in-law of any such person. However, any violation of the provisions of this Section shall not affect the validity or enforceability of any transaction entered into by the corporation.

Section 19. Standard of Care.

A trustee shall perform the duties of a trustee, including duties as a member of any committee of the Board upon which the trustee may serve, in good faith, in a manner such trustee believes to be in the best interests of the corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. In performing the duties of a trustee, a trustee shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

i. One or more officers or employees of the corporation whom the trustee believes to be reliable and competent in the matters presented;

ii. Counsel, independent accountants or other persons as to matters which the trustee believes to be within such person's professional or expert competence; or

iii. A committee of the Board upon which the trustee does not serve that is composed exclusively of any or any combination of trustees, persons described in paragraph i. or ii. as to matters within its designated authority, provided the trustee believes merits confidence and the trustee acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

Section 20.

Contracts with Trustees The Corporation shall not enter into a contract or transaction in which a trustee directly or indirectly has a material financial interest (nor shall the Corporation enter into any contract or transaction with any other corporation, firm, association, or other entity in which one or more of the Corporation's trustees are trustees and have a material financial interest.)

Interested Trustee's Vote.

In determining whether the Board validly met to authorize or approve a self-dealing transaction, interested trustees may be counted to determine the presence of a quorum, but an interested trustee's vote may not be counted toward the required majority for such authorization, approval or ratification.

Section 21. Persons Liable and Extent of Liability.

If a self-dealing transaction has not been approved as provided in Section 24 of this Article, the interested trustee(s) may be required to do such things and pay such damages as a court may provide as an equitable and fair remedy to the corporation, considering any benefit received by it and whether or not the interested trustee(s) acted in good faith and with the intent to further the best interests of the corporation.

Section 22. Contracts or Transactions With Mutual Trustees.

No contract or other transaction between the corporation and any domestic or foreign corporation, firm or association of which one or more of the corporation's trustees are trustees is either void or voidable because such trustee(s) are present at the meeting of the Board or committee thereof which authorizes, approves or ratifies the contract or transaction if:

The material facts as to the transaction and as to such trustee's other directorship are fully disclosed or known to the Board or committee, and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient without counting the vote of the common trustee(s); or

v. As to contracts or transactions not approved as provided in subsection i. of this Section, the contract or transaction is just and reasonable as to the corporation at the time it is authorized, approved or ratified.

Notwithstanding the foregoing, this Section shall not apply to self-dealing transactions described in Section 21 of this Article above.

Section 23. Corporate Loans and Advances.

The corporation shall not make any loan of money or property to or guarantee the obligation of any trustee or officer, unless approved by the Attorney General; provided, however, that the corporation may advance money to a trustee or officer of the corporation or any subsidiary for expenses reasonably anticipated to be incurred in the performance of the duties of such officer or trustee, if, in the absence of such advance, such trustee or officer would be entitled to be reimbursed for such expenses by the corporation, its parent or any subsidiary.

Section 24. Annual Report.

Pursuant to Section 6321 of the California Nonprofit Public Benefit Corporation Law, the Business Manager shall cause an annual financial report to be prepared and sent to each trustee not later than 120 days after the close of the fiscal or calendar year. Such annual report shall be prepared in conformity with the requirements of the California Nonprofit Public Benefit Corporation Law as it may be in effect from time to time.

Section 25. Annual Statement of Certain Transactions and Indemnifications.

Pursuant to Section 6322 of the California Nonprofit Public Benefit Corporation Law, the corporation shall furnish an annual statement of certain transactions and indemnifications to each of the trustees no later than 120 days after the close of the fiscal year. If the corporation issues an annual report as set forth in Section 28 of this Article above, this requirement shall be satisfied by including the required information, as set forth below, in such report. Such annual statement shall describe:

v. Any “covered transaction” (defined below) during the previous fiscal year of the corporation involving (a) more than Fifty Thousand Dollars (\$50,000) or, (b) which was one of a number of “covered transactions” in which the same “interested person” (defined below) had a direct or indirect material financial interest, and which transactions in the aggregate involved more than Fifty Thousand Dollars (\$50,000). The statement shall describe the names of any “interested persons” involved in such covered transactions, including such “interested persons” relationship to the transaction, and, where practicable, the amount of such interest; provided, that in the case of a transaction with a partnership of which the “interested person” is only a partner, only the interest of the partnership need be stated.

vi. For the purposes of this Section, a “covered transaction” is a transaction in which the corporation, its parent or its subsidiary, was a party, and in which either of the following had a direct or indirect material financial interest:

(3) Any trustee or officer of the corporation, or its parent or subsidiary; or

(4) Any holder of more than ten percent (10%) of the voting power of the corporation, its parent or its subsidiary.

vii. The amount and circumstances of any indemnifications or advances aggregating more than Ten Thousand Dollars (\$10,000) paid during the fiscal year of the corporation to any officer or trustee of the corporation.

For purposes of this Section, any person described in either paragraph (1) or (2) of subsection ii. above is an “interested person.”

ARTICLE V

Officer

Section 21. Officers.

The officers of this corporation shall be a President, one or more Vice Presidents, a Secretary/Director and a Chief Financial Officer/Treasurer. The corporation may also have, at the discretion of the Board, a chairman of the Board, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be elected or appointed by the Board. Any number of offices may be held by the same person, except that neither the secretary nor the treasurer may serve concurrently as the president or chairman of the Board.

Section 22. Appointment of Officers.

Except as otherwise specified in Sections 23 of this Article, the officers of the corporation shall be chosen annually by the Board at the first meeting of the school year and each shall hold office until he or she shall resign or shall be removed or otherwise disqualified to serve, or his or her successor shall be elected and qualified.

Section 23. Subordinate Officers.

The Board may appoint and may empower the president to appoint such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in the bylaws or as the Board may from time to time determine.

ARTICLE V Section 4. President.

The President, also known as the Executive Director, shall be the general manager of the Corporation and shall supervise, direct, and control the Corporation’s activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The President shall have such other powers and duties as the Board of Trustees or the bylaws may require. If there is no Chairman of the Board, the President shall also preside at the Board of Trustees’ meetings. If a Chairman of the Board of Trustees is elected, he or she shall preside at the Board of Trustees’ meetings and shall exercise and perform such other powers and duties as the Board of Trustees may assign from time to time. If a Chairman of the Board of Trustees is elected, there shall also be a Vice-Chairman of the Board of Trustees. In the absence of the Chairman, the Vice-Chairman shall preside at Board of Trustees meetings and

shall exercise and perform such other powers and duties as the Board of Trustees may assign from time to time.

Section 6. Secretary/School Director

Section 23. The secretary shall be the Director of the School and, shall keep, or cause to be kept, at the principal office of the corporation the State of California, the original or a copy of the corporation's Articles of Incorporation and bylaws, as amended to date, and a register showing the names of all trustees and their respective addresses. The secretary shall keep the seal of the corporation and shall affix the same on such papers and instruments as may be required in the regular course of business, but failure to affix it shall not affect the validity of any instrument. The secretary also shall keep or cause to be kept at the principal office, or at such other place as the Board may order, a book of minutes of all meetings of the Board and its committees, with the time and place of holding; whether regular or special; if special how authorized; the notice thereof given; the names of those present and absent; the proceedings thereof and the vote or abstention of each Board member present for each action taken. The secretary shall give or cause to be given notice of all the meetings of the Board required by these bylaws or by law to be given; shall keep the seal of the corporation in safe custody; shall see that all reports, statements and other documents required by law are properly kept or filed, except to the extent the same are to be kept or filed by the treasurer; and shall have such other powers and perform such other duties as may be prescribed from time to time by the Board.

ARTICLE VI Section 7. Chief Financial Officer/Business Manager

The Chief Financial Officer/ Treasurer hereinafter referred to as the Business Manager shall keep and maintain or cause to be kept and maintained adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any trustee. The Business Manager shall deposit or cause to be deposited all monies and other valuables in the name and to the credit of the corporation in such depositories as may be designated by the Board. The Business Manager shall disburse the funds of the corporation as shall be ordered by the Board, shall render to the president and the trustees, upon request, an account of all transactions as Business Manager. The Business Manager will make regular financial reports to the board as required by law.

ARTICLE VII Section 8. Removal and Resignations

Any officer may be removed, either with or without cause by the Board at any time. Any such removal shall be without prejudice to the rights, if any, of the officer under any contract of employment. Any officer may resign at any time by giving written notice to the corporation, but without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE VIII Section 9. Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification, or any other cause, shall be filled in the manner prescribed in the bylaws for regular election or appointment to such office, provided that such vacancies shall be filled as they occur and not on an annual basis.

ARTICLE VI
Indemnification

Section 21. Indemnification. To the fullest extent permitted by law, the Corporation shall indemnify its trustees, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any “proceeding,” as that term is used in that section, and including an action by or in the right of the Corporation by reason of the fact that the person is or was a person described in that section. “Expenses,” as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

Section 22. On written request to the Board of Trustees by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Trustees shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Trustees shall authorize indemnification.

Section 23. Insurance.

The corporation shall have the power to purchase and maintain insurance to the full extent permitted by law on behalf of any trustee, officers, employees, and other agents, to cover any liability asserted against or incurred by any trustee, officers, employees, and agent in such capacity or arising out of the agent's status as such.

Section 24. Nonapplicability to Fiduciaries of Employee Benefit Plans.

This Article does not apply to any proceeding against any trustee, investment manager or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent of the corporation as defined in Section 1 of this Article. The corporation shall have power to indemnify such trustee, investment manager or other fiduciary to the extent permitted by subdivision (f) of Section 207 of the California General Corporation Law.

ARTICLE VII
Miscellaneous

Section 21. Fiscal Year.

The fiscal year end of the corporation shall be, June 30th.

Section 22. Checks, Drafts, Etc.

All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the corporation and any and all securities owned by or held by the corporation requiring signature for transfer shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by the Board or the executive committee, if any, or by the president and the chairman of the Board.

Section 23. Endorsement or Execution of Documents and Contracts.

Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance or other instrument in writing and any assignment or endorsement thereof executed or entered into between the corporation and any other person, when signed by the, the president, certain designated vice-presidents, the secretary or the treasurer of the corporation, shall be valid and binding on the corporation in the absence of actual knowledge on the part of the other person that the signing officer(s) had no authority to execute the same. Additionally, by resolution of the Board, general signatory authority may be granted and delegated to other persons on behalf of the corporation. Any such instruments may be signed by any other person or persons and in such manner as from time to time shall be determined by the Board, or the president. Unless so authorized, no officer, agent or employee shall have any power or authority to bind the corporation to any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

ARTICLE VIII
Amendments

These bylaws shall be reviewed at least once every four (4) years and such review shall be documented in the minutes of the Board meetings. These bylaws may be amended or repealed and/or new bylaws adopted only by approval of a majority of the number of trustees then in office.

CERTIFICATE OF ADOPTION

I, the undersigned, do hereby certify:

1. That I am the Secretary of Pacific View Charter School.
2. That the foregoing Bylaws constitute the Bylaws of the corporation as duly adopted by the Board of Trustees on April 19, 2022

Gina Campbell
Secretary

Date

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BYLAWS OF PACIFIC VIEW CHARTER SCHOOL

**Last Amended 10-05-04
09-22-10
02-15-11
12-13-2011
06-16-2015
11-19-2018
4-19-xxxx**

8.7



EMPLOYEE HANDBOOK

2022-23

BOARD APPROVED: April XX, 2022

3670 Ocean Ranch Blvd., Oceanside, CA 92056
Phone: 760.757.0161 • Website: www.pacificview.org

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE EXECUTIVE DIRECTOR.

EMPLOYEE NAME: _____

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

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

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

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

Employee's Signature: _____ Date: _____

**Please sign/date, tear out, and return to the School,
and retain this Handbook for your reference.**

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WELCOME STATEMENT

Congratulations and thank you for accepting Pacific View Charter School's offer of employment. One of the keys to our success as a School is hiring effective employees. We have hired you because we believe you have the skills and the potential to help the School succeed. We expect and depend upon you to perform the tasks assigned to you to the best of your abilities. We believe that hard work and commitment will not only help us succeed, but will help give you a sense of pride and accomplishment.

We are glad to have you as a member of our team. We hope that your employment proves mutually satisfying and that you will make an important contribution to our future. Every employee has an important role in our operations and we value the abilities, experience and background that you bring with you to our School. It is our staff who provides the services that our students rely upon and enable us to grow and create new opportunities in the years to come.

Our management team intends to provide you with all of the support and the resources you will need to perform your job effectively. If, at any time, you need assistance or guidance, please do not hesitate to ask any of the members of our management team. They are here to help you perform to the best of your abilities.

Once again, welcome to Pacific View Charter School. We are glad to have you with us.

Gina Campbell
Executive Director

INTRODUCTION TO HANDBOOK

This Handbook is designed to help employees get acquainted with Pacific View Charter School (hereinafter referred to as “Pacific View” or the “School”). It explains some of our philosophies and beliefs, and describes some of our employment guidelines in general terms. Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at the School. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the School or its employees. In no way does the Handbook replace any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Due to the fact that the School is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. The School also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

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

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

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

CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Is Our Policy

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

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

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

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

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability

impairs. The School will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. The School will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

Employment At-Will

Except if stated expressly otherwise by employment contract, it is the policy of the School that all employees are considered “at-will” employees of the School. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the School to have “cause” to terminate an employee or otherwise restrict the School’s right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School’s right to terminate at-will. No School representative, other than the Board of Trustees or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School’s policy regarding “at-will” employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

Child Abuse and Neglect Reporting

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

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.

By acknowledging receipt of this Handbook, employees acknowledge they are child care custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

Criminal Background Checks

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee, during his/her employment with the School, be arrested for, charged with, or convicted of any offense, the employee must immediately report as much to the Executive Director.

Tuberculosis Testing

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

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

Immigration Compliance

Pacific View will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, Pacific View will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (*e.g.*, threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because he or she holds or presents a driver's

license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant.

Professional Boundaries: Staff/Student Interaction Policy

The School recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

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

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

- (a) Giving gifts to an individual student that are of a personal and intimate nature.
- (b) Kissing of any kind.
- (c) Any type of unnecessary physical contact with a student in a private situation.
- (d) Intentionally being alone with a student away from the school.
- (e) Making or participating in sexually inappropriate comments.
- (f) Sexual jokes.
- (g) Seeking emotional involvement with a student for your benefit.

- (h) Listening to or telling stories that are sexually oriented.
- (i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

(These behaviors should only be exercised when a staff member has parent and supervisor permission.)

- (a) Giving students a ride to/from school or school activities.
- (b) Being alone in a room with a student at school with the door closed.
- (c) Allowing students in your home.

Cautionary Staff/Student Behaviors

(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)

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

Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.
- (g) Keeping parents informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing the Executive Director about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.

- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.

Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

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); sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

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

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 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.

Policy Prohibiting Workplace Violence

Statement of Policy

Pacific View recognizes that violence in the workplace is a growing nationwide problem necessitating a firm response by employers. The costs of workplace violence are great, both in human and financial terms. We believe that the safety and security of Pacific View employees are paramount. Therefore, Pacific View has adopted this policy regarding workplace violence.

Acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect Pacific View or that occur on Pacific View property or in the conduct of Pacific View business off Pacific View property, will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in Pacific View operations, including, but not limited to, Pacific View personnel, contract workers, temporary employees, and anyone else on Pacific View property or conducting Pacific View business off Pacific View property. Violations of this policy, by any individual, will lead to disciplinary and/or legal action as appropriate.

This policy is intended to bring Pacific View into compliance with existing legal provisions requiring employers to provide a safe workplace; it is not intended to create any obligations beyond those required by existing law.

Definitions

Workplace violence is any intentional conduct that is sufficiently severe, offensive, or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends, and/or property such that employment conditions are altered or a hostile, abusive, or intimidating work environment is created for one or several Pacific View employees. Workplace violence may involve any threats or acts of violence occurring on Pacific View premises, regardless of the relationship between Pacific View and the parties involved in the incident. It also includes threats or acts of violence that affect the business interests of Pacific View or that may lead to an incident of violence on Pacific View premises. Threats or acts of violence occurring off Pacific View premises that involve employees, agents, or individuals acting as a representative of Pacific View, whether as victims of or active participants in the conduct, may also constitute workplace violence. Specific examples of conduct that may constitute threats or acts of violence under this policy include, but are not limited to, the following:

- a. Threats or acts of physical or aggressive contact directed toward another individual;
- b. Threats or acts of physical harm directed toward an individual or his/her family, friends, associates, or property;
- c. The intentional destruction or threat of destruction of Pacific View property or another employee's property;
- d. Harassing or threatening phone calls;
- e. Surveillance;
- f. Stalking;
- g. Veiled threats of physical harm or similar intimidation; and
- h. Any conduct resulting in the conviction under any criminal code provision relating to violence or threats of violence that adversely affects Pacific View's legitimate business interests. Workplace violence does not refer to occasional comments of a socially acceptable nature. These comments may include references to legitimate sporting activities, popular entertainment, or current events. Rather, it refers to behavior that is personally offensive,

threatening, or intimidating.

Enforcement

Any person who engages in a threat or violent action on Pacific View property may be removed from the premises as quickly as safety permits and may be required, at Pacific View's discretion, to remain off Pacific View premises pending the outcome of an investigation of the incident.

When threats are made or acts of violence are committed by employee(s), a judgment will be made by Pacific View as to what actions are appropriate, including possible medical evaluation and/or possible disciplinary action.

Once a threat has been substantiated, it is Pacific View's policy to put the threat-maker on notice that he/she will be held accountable for his/her actions and then implement a decisive and appropriate response.

Under this policy, decisions may be needed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing. No existing policy or procedure of Pacific View should be interpreted in a manner that prevents the making of these necessary decisions.

Important Note: Pacific View will make the sole determination of whether, and to what extent, threats or acts of violence will be acted upon by Pacific View. In making this determination, Pacific View may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred. No provision of this policy shall alter the at-will nature of employment at Pacific View.

Whistleblower Policy

The School requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a

person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

Drug and Alcohol Free Workplace

Pacific View is committed to providing a drug and alcohol free workplace and to promoting safety in the workplace, employee health and well-being, stakeholder confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals, since it adversely affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use in the workplace or during the performance of job duties is extremely harmful to employees and to other Pacific View stakeholders.

The bringing to the workplace, possession or use of intoxicating beverages or drugs on any School premises or during the performance of work duties is prohibited and will result in disciplinary action up to and including termination.

Confidential Information

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

Conflict of Interest

All employees must avoid situations involving actual or potential conflicts of interest. An employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to the Executive Director, or the Board of Trustees, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

Hiring Relatives

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, Pacific View may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, or Pacific View will make this determination in consultation with the parties involved at the discretion of Pacific View.

If two (2) employees marry, become related, or enter into an intimate relationship, they may not

remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. Pacific View will attempt to identify other available positions, and the employees will have thirty (30) days to decide which individual will remain in his/her current position. If no alternate position is available, the employees will have thirty (30) days to decide which employee will remain with Pacific View. If this decision is not made in the time allowed, Pacific View will make the decision.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

Smoking

All Pacific View facilities are no smoking facilities.

THE WORKPLACE

Employment Status

Employees at Pacific View are classified into the following categories:

Full-Time Nonexempt Employees

Full-time, nonexempt employees are those who are normally scheduled to work and who do work a schedule of forty (40) or more hours per week.

Part-Time Nonexempt Employees

Part-time nonexempt employees are those who are scheduled to and do work less than forty (40) hours per week. Part-time nonexempt employees may be assigned a work schedule in advance or may work on an as-needed basis.

Temporary Employees

Temporary employees are those who are employed for short-term assignments. Short-term assignments will generally be periods of one year or less. Temporary employees are not eligible for benefits. Temporary employees may be classified as exempt or nonexempt on the basis of job duties.

Exempt Employees

Exempt employees are those employees, whose job assignments and compensation meet the applicable legal requirements to be considered exempt from certain wage and hour laws, including overtime and meal/rest periods. Exempt employees are compensated on a salary basis and are not eligible for overtime pay. Generally, executive, administrative, professional (teachers), and certain outside sales employees are exempt. The Human Resources Representative will inform you if your status is exempt.

Nonexempt Employees

Nonexempt employees are those employees whose job assignments and compensation do not meet the legal requirements to be considered exempt from certain wage and hour laws. Nonexempt employees are thus eligible for overtime and must be provided applicable meal and rest periods. All overtime work must be previously authorized by the Executive Director/Designee.

Job Duties

As part of initial orientation, employees will learn the various duties and responsibilities of the job. Employees will be provided with a copy of the written job description for their individual position. Pacific View maintains certain expectations and standards applicable to each job position. The Executive Director/Designee should review these job expectations with employees.

It is expected that employees will perform additional duties and assume additional responsibilities as needed by the Executive Director for the efficient operation of Pacific View.

In order to adjust to changes in our operations, it may become necessary to modify job descriptions, add to or remove certain duties and responsibilities, or reassign employees to an alternate job position.

Operation of Vehicles

The use of Pacific View-owned or Pacific View-leased vehicles and rental of vehicles for Pacific View business are limited to authorized employees. These vehicles must only be used in work-related activities and may not be used for personal business or activities without the express prior approval of the Board of Trustees.

All employees authorized to drive Pacific View-owned or Pacific View-leased vehicles or to rent vehicles for use in conducting Pacific View business must possess a current, valid California Driver License and an acceptable driving record. Any change in license status or driving record must be reported to management immediately. From time to time, Pacific View or its insurance carrier will request reports from the Department of Motor Vehicles regarding the license status and driving record of employees whose job responsibilities include driving.

A valid California Driver License must be in an employee's possession while operating a vehicle off or on Pacific View property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers should demonstrate safe driving habits. Certain employees may drive their own personal vehicles while conducting Pacific View business. These employees must maintain adequate personal automobile liability insurance. Employees doing so should promptly submit an expense report detailing the number of miles driven on Pacific View business. Pacific View will pay mileage reimbursement in accordance with applicable reimbursement rates. Employees are expected to observe the above policies while on Pacific View business, even if driving their own personal vehicles.

Use of Equipment

All Pacific View property including but not limited to desks, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, office telephones, cellular telephones, modems, facsimile

machines, duplicating machines, and vehicles must be used properly and maintained in good working order. Employees who lose, steal, or misuse Pacific View property may be personally liable for replacing or fixing the item and may be subject to discipline, up to and including discharge.

Pacific View reserves the right, at all times and without prior notice, to inspect and search any and all of its property for the purpose of determining whether this policy or any other policy of Pacific View has been violated, or when an inspection and investigation is necessary for purposes of promoting safety in the workplace or compliance with state and federal laws. These inspections may be conducted during or after business hours and in the presence or absence of the employee.

Employees are otherwise permitted to use Pacific View's equipment for occasional, non-work purposes with permission from their Executive Director. Nevertheless, employees have no right or reasonable expectation of privacy as to any information or file maintained in or on Pacific View property or transmitted through Pacific View. For purposes of inspecting, investigating, or searching employees' files or documents, Pacific View may override any applicable passwords, codes, or locks in accordance with the best interests of Pacific View, its employees, or its students and/or parents or visitors. All bills and other documentation related to the use of Pacific View equipment or property are the property of Pacific View and may be reviewed and used for purposes that Pacific View considers appropriate.

Employees may access only files or documents that they have permission to enter. Unauthorized review, duplication, dissemination, removal, damage, or alteration of files, or other property of Pacific View, or improper use of information obtained by unauthorized means, may be grounds for disciplinary action, up to and including discharge.

Use of Stationery & Mail Services

All engraved or printed Pacific View stationery, envelopes, and other work materials are for Pacific View business only. All employees must receive prior approval from the Executive Director before the release of letterhead documents. These materials may not be used for personal correspondence or non-business matters. When signing business letters on Pacific View letterhead, the employee's name and title or position must be used.

Employees are requested not to send or receive personal mail using Pacific View's mail services. Employees will be asked to reimburse the cost of postage for non-business related materials sent through Pacific View's mail services.

Employee Property

Employees should not bring valuables to work. If necessary to do so, all valuables should be kept in a secure location. Pacific View will provide employees with a storage area for employees to store their belongings while at work. Employees may not use their own locks or other devices to secure lockers or other storage facilities provided by Pacific View. Pacific View assumes no responsibility for the loss, theft, or damage of employees' personal property.

Solicitation & Distribution of Literature

Pacific View has established rules, applicable to all employees, to govern solicitation and distribution

of written material during working time and entry onto the premises and work areas. All employees are expected to comply strictly with these rules.

1. No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom the activity is directed;
2. No employee shall distribute or circulate any written or printed material in work areas at any time, during his or her working time, or during the working time of the employee or employees at whom the activity is directed; and
3. Non-employee visitors may be permitted to distribute written material on Pacific View property provided they identify themselves and follow Pacific View guidelines.

As used in this policy, “working time” includes all time for which an employee is paid and/or is scheduled to be performing services for Pacific View; it does not include break periods, meal periods, or periods in which an employee is not, and is not scheduled to be, performing services or work for Pacific View. Nothing in this policy is intended to interfere with employees’ ability to engage in protected activities per applicable law.

Employee Parking

Pacific View provides employees with parking on a first-come, first-served basis. Employees may park vehicles in a non-reserved space. Some parking areas, however, may be reserved for disabled drivers, vendors, students and/or parents, vehicles belonging to Pacific View, and others. Pacific View will not be responsible for any damage to your vehicle or the contents of your vehicle while parked on Pacific View property.

Bulletin Boards

Bulletin boards are reserved for use by Pacific View for posting work-related notices or notices that must be posted pursuant to local, state, and federal law. From time to time, special notices and information for employees will be posted on the bulletin boards. Please check the boards regularly for these notices. Employee postings are not permitted.

Work Schedule

Business hours are normally 8:00 a.m. – 4:00 p.m. Monday through Friday. The regular workday schedule for nonexempt employees is eight (8) hours (7:45am-4:15pm); the regular workweek schedule is forty (40) hours. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

Meal and Rest Periods

Nonexempt employees working at least five (5) hours are provided with a thirty (30) minute unpaid meal period, to be taken approximately in the middle of the workday but by no later than the end of the 5th hour of work. An employee may waive this meal period if the day’s work will be completed

in no more than six (6) hours, provided the employee and Pacific View mutually consent to the waiver in writing.

Nonexempt employees are also provided with a ten (10) minute rest period for every four (4) hours worked which should be scheduled towards the middle of the four (4) hour work period as practicable. Employees are prohibited from combining meal and rest period time.

An employee's supervisor must be aware of and approve scheduled meal and rest periods. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.

Lactation Accommodation

Pacific View accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the nonexempt employee shall be unpaid.

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

Attendance and Tardiness

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

If it is necessary to be absent or late, employees are expected to telephone the Executive Director/designee as soon as possible but no later than one-half (1/2) hour before the start of the workday. If an employee is absent from work longer than one (1) day, he or she is expected to keep the Executive Director/designee sufficiently informed of the situation.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with the School. Absence for more than three (3) consecutive days without notifying the Executive Director will be considered a voluntary resignation from employment.

Time Cards/Records

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

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

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

Nonexempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out.

No one may record hours worked on another's worksheet. Any employee who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with the School.

Use of Email, Voicemail and Internet Access

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

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.
2. The email system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.
3. Employees should not attempt to gain access to another employee's personal file or email or voicemail messages without the latter's express permission.
4. School staff will not enter an employee's personal email files or voicemail unless there is a business need to do so. The School retains a copy of all passwords; passwords unknown to the School may not be used. System security features, including passwords and delete functions, do not neutralize the School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.
5. Employees should not use personal devices or email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's Pacific View email account.

Personal Business

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

Social Media

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

- School equipment, including School computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be strictly followed;
- Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf;
- Employees are not authorized to publish any confidential or proprietary information maintained by the School;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against unlawful harassment and retaliation.

The School reserves the right to take disciplinary action against any employee whose social media postings violate this or other School policies.

Personal Appearance/Standards of Dress

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.~~

Telework Policy

Purpose

The School considers teleworking to be a viable alternative work arrangement in cases where the employee, the position, and the supervisor characteristics are best-suited to such an arrangement and there is minimal school and employee performance impact. This Telework Policy will be used to guide the School's determinations with respect to telework assignments.

Definition

Teleworking allows employees to work at home or in an appropriate location in California for all or part of their regular workweek. Teleworking is a voluntary work alternative that may be appropriate for some employees and some positions. All informal teleworking assignments are made on a case-by-case basis. Teleworking is not an entitlement, it is not a school-wide benefit, and it in no way changes the terms and conditions of employment with the School. This policy creates no employee rights in relation to telework. The School has the right to refuse to make telework available to an employee and to terminate a telework assignment without cause at any time in its sole and unreviewable discretion.

General Requirements

Employees shall not telework unless they receive approval from their supervisor in writing. Employees shall make arrangements with their supervisor and co-workers for on-site job demands that arise on telework days, and shall be responsible for following all school policies and procedures when teleworking.

Eligibility Considerations

Consideration will be given to employees who have demonstrated work habits and performance well-suited to successful telework. The following guidelines should be considered:

- The employee has a position where communication can be accommodated electronically.
- The employee's telework assignment will not be detrimental to the productivity or work quality of other employees or effective operation of the School.
- The employee must be able to perform work from home without unnecessary risk to the security of data, networks, or confidentiality.
- The employee's equipment and software must meet the School's standards. The employee's needs for Information Technology ("IT") support must be minimal.
- Telework sites must be in California.
- The employee must be effective at working independently for extended periods.
- The employee demonstrates good time-management skills by completing tasks on time.
- The employee must maintain connections with the work group or team from a remote location.
- The employee has no recent or pending corrective or disciplinary actions.

Supervisor Responsibilities

- Be familiar with the telework policy/guidelines.
- Take the downside of telework into consideration prior to approval (i.e. detrimental to team and the School culture, lack of accessibility, etc.).
- Be comfortable with remote supervision.
- Learn the technology and tools necessary for remote supervision.
- Establish communication protocols with telework employees.
- Include employees in office/department events to preserve teamwork.
- Review each employee periodically to ensure compliance with telework requirements, and address any work-related problems, including completing evaluations and disciplining as appropriate.
- Maintain records related to telework and assist with surveys, program evaluations, and reports.

Work Schedule and Accessibility

- The School will determine the number of days of telecommuting allowed each week and the work schedule. The employee agrees to be accessible by phone and email during their work schedule.
- Telecommuting employees who are not exempt from overtime requirements of applicable laws will be required to record all hours worked as assigned by the School, and will be required to document that they took applicable meal/rest periods. The employee must get advance written approval from a supervisor for working overtime.

- The telework schedule needs to allow adequate time at the work site for meetings, access to facilities and supplies, and communication with other employees. Telework must not adversely affect students, employee productivity, or the progress of an individual or team assignment.

Communication and Accessibility

- Employees and supervisors are expected to determine how communication between the teleworking employee and the worksite will be handled.
- Employees shall keep co-workers and support staff informed so they know how and when to reach them on telework days.
- Employees must be reachable, within reason, during agreed upon work hours.
- Employees must notify their supervisors if they leave their telework site during agreed upon hours.
- Employees must post their telework schedule on their calendar.
- Employees are expected to be flexible in their scheduling, and shall be available to attend staff meetings and other meetings onsite or virtually as required by their supervisor, even if meetings occur on a telework day.

Telework Site

The telework space is considered an extension of the School's office space. Employees will have the same responsibility for safe practices, accident prevention, and accident reporting as in the regular worksite. The employee is responsible for establishing and maintaining a designated, adequate workspace at the alternate worksite. When the alternate site is the employee's home, the employee is responsible to maintain a designated workplace in a safe (free from hazards and other dangers to the employee or equipment), clean, professional, and free of distractions.

The employee will be responsible for all costs associated with remodeling, electrical modifications, or other permanent improvements to the home office workspace. Any school materials taken home must be kept in the designated work area at home and not be made accessible to others. The school will only reimburse the employee for home internet use if the employee is required to work from home due to unforeseen circumstances. In this case, the employee will be reimbursed based on the Internet Use Reimbursement Scale.

In case of injury, accident, theft, loss, or tort liability related to telework, the employee must immediately report the event to his or her supervisor and allow the School to investigate and/or inspect the telework site.

Supplies, Equipment, and Furniture

The School will not provide office furniture, or other equipment with the exception of a laptop, for the workspace at home. Equipment supplied by the employee, if deemed appropriate by the School, will be maintained by the employee. The School accepts no responsibility for damage or repairs to employee-owned equipment. Equipment supplied by the School is to be used for business purposes only. The employee agrees to take appropriate action to protect the items from damage or theft. Upon termination of employment, all school property will be returned to the School.

Information and Security

The employee must never provide any third parties access to the School network or share network access passwords and will follow all policies and procedures related to information security and network access.

Consistent with the School's expectations of information security for employees working at the office, telecommuting employees must ensure the protection of staff, parent, and student information accessible from their telework location. Steps include use of locked file cabinets and desks, regular password maintenance, shielding computer monitors, and any other steps appropriate for the job and the environment.

Performance Standards

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

Employees must also maintain appropriate levels of professionalism when interacting remotely with families and other School stakeholders, and professional boundaries consistent with School policy when interacting remotely with students.

Conditions of Employment

Teleworking assignments do not change the conditions of employment or required compliance with policies and rules. Policies, rules and practices shall apply at the telework site, including but not limited to those governing communicating internally and with the public, employee rights and responsibilities, facilities and equipment management, financial management, information management, and safety. A telework assignment does not constitute a promise of employment for a specified time or otherwise alter the at-will nature of employment with the School.

Evaluation and Duration

Evaluation of employee performance during the teleworking assignment shall include interaction by phone and email between the employee and the supervisor, and weekly meetings whenever possible to discuss work progress and problems.

Telework assignment may be modified and/or terminated at any time, for any reason, by the School. Although not required, the School shall endeavor to provide seven (7) days' notice of the modification and/or termination of the telework assignment whenever possible.

Health and Safety Policy

The School is committed to providing and maintaining a healthy and safe work environment for all employees.

Employees are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times. Employees are required to report immediately to the Executive Director/designee any potential health or safety hazards, and all injuries or accidents.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Security Protocols

The School has developed guidelines to help maintain a secure workplace. Employees are required to read and understand the Pacific View Comprehensive School Safety and Crisis Plan. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Executive Director/designee. Employee desk or office should be secured at the end of the day. When an employee is called away from his or her work area for an extended length of time, valuable or personal articles should not be left around a work station that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Executive Director/designee when keys are missing or if security access codes or passes have been breached.

Occupational Safety

The School is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

The prevention of accidents is the responsibility of every School supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. The School's management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce School safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

Accident/Incident Reporting

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on School premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

Reporting Fires and Emergencies

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911.

EMPLOYEE WAGES AND HEALTH BENEFITS

Payroll Withholdings

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) and State Disability Insurance from each employee's pay, as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the Executive Director/Designee to explain them.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the Executive Director/designee. The office maintains a supply of these forms.

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

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

Overtime Pay

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Nonexempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for nonexempt employees. The School will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Executive Director/Designee. The School provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

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

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

Payment of Wages

Paydays are on the last day of the month, or the last workday before the last day of the month, for the preceding pay periods. If a regular payday falls on a weekend or holiday, employees will be paid on the preceding workday.

Paychecks are normally available by 4:00 p.m. on a payday. If there is an error in an employee's check, they must report it immediately to the Executive Director/designee. No one other than the employee to whom the paycheck is written will be allowed to pick up a paycheck unless written authorization has been given for another person to do so.

Employee compensation will be subject to all state and federal withholding. Employees must complete a W-4 form when they are first hired and should report any changes in filing status to the Executive Director/designee.

Wage Attachments and Garnishments

Under normal circumstances, the School will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require the School, by law, to withhold part of an employee's earnings in their favor.

Professional Growth

Employees may be eligible for reimbursement for certain professional growth activities (e.g. conference registration, continuing education), in accordance with Pacific View fiscal policies and practices. The Executive Director/designee can give you additional information on this subject.

Medical Benefits

Eligibility

An employee is eligible for medical coverage if he or she is a regular employee working for the School at least thirty (30) hours per week.

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

When Coverage Starts

Coverage will begin on the first day of employment or if hired mid-month it will start on the first day of the next month. An enrollment form must be submitted to the Business Office within thirty (30) days of the date an employee first becomes eligible. This form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for coverage.

COBRA Benefits

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

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

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

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

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

- The employee dies while covered by the plan;

- The employee and his/her spouse become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but his/her spouse has not yet reached age sixty-five (65); or
- The employee's dependent child reaches an age which makes him or her ineligible for coverage under the plan.

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

The School will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, dies, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. The School will then notify the employee or his/her dependents of the employee's rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or his/her spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee's spouse or child, as applicable) may have;
- The School stops providing group health benefits;
- The employee (or the employee's spouse or child) become entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the employee is no longer disabled.

PERSONNEL EVALUATION AND RECORD KEEPING

Employee Reviews and Evaluations

Each employee will receive periodic performance reviews conducted by the Executive Director or designee. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee

increases in salary or promotions. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, an employee will be required to sign the evaluation report simply to acknowledge that it has been presented to them, that they have discussed it with the Executive Director/Designee, and that they are aware of its contents.

Newly hired employees may have their performance goals reviewed by the Executive Director/within the first ninety (90) days of employment.

Potential for advancement will be based largely upon job performance. On a periodic basis, the Executive Director/Designee will review employee job performance with an employee in order to establish goals for future performance and to discuss your current performance. The School's evaluation system will in no way alter the at-will employment relationship.

Personnel Files and Record Keeping Protocols

At the time of employment, a personnel file is established for each employee. Employees must keep the Executive Director/designee advised of changes that should be reflected in their personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact employees should the change affect other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. The School will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Executive Director/designee. Only the Executive Director or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

HOLIDAYS, VACATIONS AND LEAVES

Holidays

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

- New Year's Day
- Martin Luther King Jr. Birthday
- President's Day

- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day

Other days during the school year, such as days during the School's calendared breaks, shall not be paid time for nonexempt employees in active status. Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Executive Director/Designee. The employee will be paid if the religious holiday is taken as an earned paid leave day (i.e. vacation, personal necessity day, etc., as applicable). The employee will not be paid if the religious holiday is taken as a personal leave of absence day. Employees on any leave of absence do not earn holiday pay.

Vacation

Pacific View offers vacation to regular full-time employees that are hired under the Confidential Classified Salary Schedule (CCSS) or Executive Leadership Schedule (ELS) as a part of their compensation package. Vacation will be accrued annually based on years of service, beginning at a rate of twelve (13) days for CCSS employees and twenty-four (24) days for ELS employees.

Confidential Classified		Executive Leadership	
Years	Vacation Days	Years	Vacation Days
0-4	13	5	24
5	14	6-8	25
6-8	15	9-11	26
9-11	16	12-14	27
12-14	17	15 or more	28
15 or more	18		

The vacation policies apply exclusively to the aforementioned employee groups with the exception of contractual agreements voted on by the Board of Trustees.

The School recognizes the importance of vacation time as a period of rest and rejuvenation away from the job, vacations must be scheduled with due consideration for "peak traffic periods" at Pacific View. Vacation must be scheduled and approved by the immediate supervisor and Executive Director. Effort will be made to enable vacation to be taken at a time convenient to employees, consistent with the needs of their service obligations and the workload of the School. Any vacation denials may be reviewed by the Executive Director.

Accrued vacation carries over from year to year up to a maximum of twenty-four (24) days for CCSS employees and forty-six (46) days for ELS employees. There is no retroactive grant of vacation

compensation for the period of time the accrued vacation compensation was at the cap. Pacific View reserves the right to “cash out” all or some of an employee’s accrued vacation at any time. With the exception of the “cash out” policy, no employee shall be required to forfeit vacation accrued prior to the adoption of this policy.

Vacation accrual begins annually on July 1. Thereafter, vacation will be earned on the basis of a full month of employment or major portion thereof. Major portion of the month, as used here, is defined as at least eleven (11) days in paid status. Employees shall be paid for all accrued unused vacation at the time of separation.

Unpaid Leave of Absence

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

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

During a Family and Medical Leave Act, California Family Rights Act leave, and/or Pregnancy Disability Leave, the employee’s medical and dental benefits will remain in force, provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused vacation pay, provided that the vacation pay was earned prior to the commencement of leave. No vacation time is accrued during any type of unpaid leave of absence.

Sick Leave

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, the School offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Paid sick leave is available to all School employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment.

Employees cannot use paid sick leave until the ninetieth (90th) calendar day following the employee’s start date. Sick leave must be taken by eligible employees in increments of ¼ (0.25) hours.

Salaried employees will accrue paid sick leave at the rate of one (1) day per month worked allotted to each school year. Hourly employees will accrue paid sick leave at the rate of one (1) hour for every thirty (30) hours worked. Accrued sick leave carries over from year to year; however, no hourly employee may accrue more than forty-eight (48) hours of sick leave. Once an hourly employee

reaches this accrual cap, no further paid sick leave shall accrue. The School does not pay employees in lieu of unused sick leave.

Employees absent longer than four (4) consecutive days due to illness may be required to provide medical evidence of illness and/or medical certification of fitness to return to work satisfactory to the School.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by the School. Pacific View reserves the right to request a medical certification from an employee on an unpaid medical leave at any time.

Personal Necessity Leave

All salaried employees may use up to seven (7) days of sick leave for personal necessity leave per year. Employees may use up to five (5) days of personal necessity for personal business with prior approval. Uses of personal necessity leave may include, but are not limited to, death or serious illness of a member of the employee's immediate family (this is in addition to Bereavement Leave), an accident involving the employee's person or property, or the person or property of an immediate family member, adoption of a child, the birth of child making it necessary for an employee who is the parent of the child to be absent from their position during work hours. Final approval of leave shall be determined by the Executive Director. Employees must request leave at least one (1) week in advance unless an emergency situation occurs. Personal necessity and personal business leave are part of sick leave, do not accrue year to year, and are not paid out upon separation from employment.

Catastrophic Illness Leave

When a catastrophic illness or injury incapacitates an employee or a member of his/her family for an extended period of time and the employee has exhausted all paid leaves of absence, other employees may donate accrued sick leave to that employee in accordance with the following:

1. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.

"Member of the employee's family" shall be limited to mother, father, grandmother, grandfather or grandchild of the employee or of the spouse or domestic partner of the employee, and the spouse, domestic partner, son, son-in-law, daughter, daughter-in law, brother or sister of the employee or any relative living in the immediate house of the employee.

2. Upon requesting donations under this program, the employee shall provide verification of the catastrophic injury or illness. Verification shall be made by means of a letter, dated and signed by the sick or injured person's physician indicating the incapacitating nature and probable duration of the illness or injury. The School's Executive Director, or designees, shall determine

that the employee is unable to work due to the employee's or his or her family member's catastrophic illness or injury.

3. On forms prepared and approved by the School, any employee may donate up to two (2) days member has suffered a catastrophic illness or injury and who has exhausted all fully paid leaves. (Current year sick leave days advanced, but not yet earned, may not be donated). The Pacific View Executive Director, or designee, shall approve the transfer of eligible leave.
4. The Pacific View Executive Director or designee shall determine:
 - a. That the employee is unable to work due to the employee's or his/her family member's catastrophic illness or injury; and
 - b. That the employee has exhausted all accrued paid leave.
5. When the above verification and determinations are made, the Pacific View Executive Director or designee may approve the transfer of sick leave.
6. The Pacific View Executive Director or designee shall inform employees of the means by which donations may be made in response to the employee's request.
7. Any employee, upon written notice to the School, may donate accrued sick leave to the requesting employee at a minimum of one (1) day, prorated per donating employee work day, and in one (1) hour increments thereafter. All transfers of eligible leave shall be irrevocable.
8. To ensure that employees retain sufficient accrued sick leave to meet their own needs, donors shall not reduce their accumulated sick leave to a level which would create a hardship on themselves. Employees cannot donate an amount of sick leave which would leave their own balance at less than ten (10) days.
9. An employee who receives paid leave pursuant to this program shall use any leave that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program.
10. The employee who is recipient of the donated leave shall use such leave in compliance with their approved Catastrophic Leave Application.
11. The Pacific View Executive Director or designee shall ensure that all donations are confidential.

General Information Regarding Leaves of Absence

Pacific View may grant a leave of absence in certain circumstances. Employees must notify the Executive Director in writing as soon as they become aware that they may need a leave of absence. Pacific View will consider the request in accordance with applicable law and Pacific View's leave policies. Employees will be notified whether their leave request is granted or denied. If an employee is granted leave, the employee must comply with the terms and conditions of the leave, including keeping in touch with the Executive Director or designee during their leave, and giving prompt notice if there is any change in the employee's return date.

Employees must not accept other employment or apply for unemployment insurance while they are

on a leave of absence. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment at Pacific View. Benefits, such as sick leave, will not accrue while an employee is on a leave of absence. Upon return from a leave of absence, employees will be credited with the full employment status that existed prior to the start of the leave.

Pacific View may hold in abeyance or proceed with any counseling, performance review, or disciplinary action, including discharge, that was contemplated prior to any employee's request for or receipt of a leave of absence or that has come to Pacific View's attention during the leave. If any action is held in abeyance during the leave of absence, Pacific View reserves the right to proceed with the action upon the employee's return. Requesting or receiving a leave of absence in no way relieves employees of their obligation while on the job to perform their job responsibilities capably and up to Pacific View's expectations and to observe all Pacific View policies, rules, and procedures.

Family Care and Medical Leave

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

- **Employee Eligibility Criteria**

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

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

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

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).
 - a. A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or

a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.

- b. “Inpatient care” means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient” when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - c. “Incapacity” means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - d. “Continuing treatment” means ongoing medical treatment or supervision by a health care provider.
 - 3. To care for a spouse, domestic partner, child, or parent with a serious health condition, a qualifying family member may also include a parent-in-law, grandparent, grandchild, or sibling for CFRA purposes.
 - 4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.
 - 5. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.
- Amount of FMLA/CFRA Leave Which May Be Taken
 - 1. FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight (8) hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.
 - 2. In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.

3. The “twelve-month period” in which twelve (12) weeks of FMLA and CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.
 4. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA or CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee’s leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.
- Pay during FMLA/CFRA Leave
 1. An employee on FMLA/CFRA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.
 2. An employee on FMLA/CFRA leave for baby-bonding or to care for a qualifying family member with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.
 3. If an employee has exhausted his/her sick leave, leave taken under FMLA/CFRA shall be unpaid leave.
 4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA or CFRA leave. Sick pay accrues during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.
 - Health Benefits

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

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

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

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

- Seniority

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

- Medical Certifications

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

- Procedures for Requesting and Scheduling FMLA/CFRA Leave

1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the Executive Director/designee. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA/CFRA leave policy.
 2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.
 3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
 5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
 6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
 7. The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
 1. Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave.

2. When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
 3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
 4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.
- Employment during Leave

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

Pregnancy Disability Leave

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

- Employee Eligibility Criteria

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

- Events That May Entitle an Employee to Pregnancy Disability Leave

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

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
2. The employee needs to take time off for prenatal care.

- Duration of Pregnancy Disability Leave

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

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

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

- Pay during Pregnancy Disability Leave

1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.
2. The receipt of vacation pay, sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.
3. Vacation and sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

- Health Benefits

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

1. The employee fails to return from leave after the designated leave period expires.
2. The employee’s failure to return from leave is for a reason other than the following:
 - The employee is taking leave under the California Family Rights Act.

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

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

- Medical Certifications

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

- Requesting and Scheduling Pregnancy Disability Leave

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Executive Director/Designee. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has

equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

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

- Return to Work

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:
 - a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
 - b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

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

2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
3. In accordance with School policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Employment during Leave

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

Industrial Injury Leave (Workers' Compensation)

The School, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure employees receive any worker's compensation benefits to which they may be entitled, employees will need to:

- Immediately report any work-related injury to the Executive Director/designee;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Executive Director/designee; and
- Provide the School with a certification from a health care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from the leave.

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

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

- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

Military and Military Spousal Leave of Absence

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

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

Except for employees serving in the National Guard, Pacific View will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or California law shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

Pacific View shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

Bereavement Leave

Pacific View provides time off to employees who experience a death within their family. All regular employees who experience a death within their family may take up to three (3) days off with pay to handle affairs related to the death. For purposes of this policy, family is defined as mother, father, wife, husband, life partner, daughter, son, brother, sister, mother-in-law, father-in-law, sister-in-law,

brother-in-law, grandson, granddaughter, and grandparent.

Employees may also be granted up to one (1) full day of paid funeral leave if an employee wishes to attend the funeral of a relative who is not in the employee's immediate family. Days off must be taken consecutively. Documentation verifying the loss must be presented to the Executive Director/Designee immediately upon return to work.

Jury Duty or Witness Leave

For all exempt employees, the School will pay for time off if an employee is called to serve on a jury provided the employee continues to perform work duties as assigned. For all nonexempt employees, the School will pay for up to ten (10) days if an employee is called to serve on a jury.

Voting Time Off

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Executive Director/designee at least two (2) days' notice.

School Appearance and Activities Leave

As required by law, Pacific View will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of Pacific View, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused paid leave (e.g., vacation or sick leave) to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

Bone Marrow and Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time

off to donate an organ to another person may receive up to sixty (60) workdays off in a twelve (12) month period.

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

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

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

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

Victims of Abuse Leave

Pacific View provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, stalking or other crimes. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee’s own health, safety or welfare that of the employee’s child or children or when a person whose immediate family member is deceased as the direct result of a crime. A crime includes a crime or public offense that would constitute a misdemeanor or felony if the crime had been committed in California by a competent adult, an act of terrorism against a resident of California (whether or not such act occurs within the state), and regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime.. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide Pacific View with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide Pacific View one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault

- counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, Pacific View will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact the Executive Director.

Returning From Leave of Absence

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

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Executive Director/Designee thirty (30) days notice before returning from leave. Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If employees need further information regarding Leaves of Absence, they should be sure to consult the Executive Director or designee.

DISCIPLINE AND TERMINATION OF EMPLOYMENT

Rules of Conduct

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

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Unprofessional conduct.
3. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
4. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
5. Damaging, defacing, unauthorized removal, destruction or theft of another employee's

- property or of School property.
6. Fighting or instigating a fight on School premises.
 7. Violations of the drug and alcohol policy.
 8. Using or possessing firearms, weapons or explosives of any kind on School premises.
 9. Gambling on School premises.
 10. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
 11. Recording the time sheet, when applicable, of another employee or permitting or arranging for another employee to record your time sheet.
 12. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
 13. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
 14. Excessive absenteeism or tardiness excused or unexcused.
 15. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
 16. Immoral or indecent conduct.
 17. Conviction of a criminal act.
 18. Engaging in sabotage or espionage (industrial or otherwise)
 19. Violations of the sexual harassment policy.
 20. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
 21. Sleeping during work hours.
 22. Release of confidential information without authorization.
 23. Any other conduct detrimental to other employees or the School's interests or its efficient operations.
 24. Refusal to speak to supervisors or other employees.
 25. Dishonesty.
 26. Failure to possess or maintain the credential/certificate required of the position.

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

Off-Duty Conduct

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

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

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

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. The School shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

Termination of Employment

Should it become necessary for an employee to terminate their at-will employment with the School, employees should notify the Executive Director regarding their intention as far in advance as possible. At least two (2) weeks' notice is expected whenever possible.

When an employee terminates their at-will employment, they will be entitled to all earned but unused vacation pay. If an employee is participating in the medical and/or dental plan, they will be provided information on their rights under COBRA.

INTERNAL COMPLAINT REVIEW

The purpose of the "Internal Complaint Review Policy" is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Executive Director or Board of Trustees to express their work-related concerns.

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

Internal Complaints

(Complaints by Employees Against Employees)

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

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

1. The complainant will bring the matter to the attention of the Executive Director as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Executive Director or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the Executive Director, the complainant may file his or her complaint in a signed writing to the HR Department who forwards on to the HR Consultant, who will then confer with the Board and may conduct a fact-finding or authorize a third-party investigator on behalf of the Board. The HR Consultant or investigator will report his or her findings to the Board for review and action, if necessary.

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

Policy for Complaints Against Employees (Complaints by Third Parties Against Employees)

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

If complaints cannot be resolved informally, complainants may file a written complaint, as soon as possible, after the events that give rise to the complainant's concerns with the office of the Executive Director or (if the complaint concerns the Executive Director) the HR Department who will forward it on to the HR Consultant consistent with the process outlined above. The written complaint should set forth in detail the factual basis for the complaint.

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

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

3. The Executive Director's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Trustees of the School. The decision of the Board of Trustees shall be final.

General Requirements

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Board (if a complaint is about the Executive Director) or the Executive Director or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

AMENDMENT TO EMPLOYEE HANDBOOK

This Employee Handbook contains the employment policies and practices of the School in effect at the time of publication.

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

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

APPENDIX A

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

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

If you are an employee of the School, you may file this form with the Executive Director or 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: _____

8.9

PACIFIC VIEW CHARTER SCHOOL

Board of Trustees Meeting

Acceptance of Items Donated to Pacific View Charter School

Background Information

The following items have been donated to the School. In accordance with the School's Fiscal Policy-G Fundraising, Grant Solicitation and Donation Recognition this donation is being presented for acceptance by the Board of Trustees on behalf of the School.

Donor	Description/Conditions Restrictions/Compliance Requirements	Value
Plum Paper/Brianne Hill	150 Planners	unknown
	TOTAL VALUE	\$

The staff is recommending the Board accept this donation on behalf of the school.

9.1

Pacific View Charter School Course Outline

Course Title: Edgenuity Chemistry A

Course #: 1321

Department: Science

Credits: 5

Prerequisite: Math 1A/B

A/G Approved:

Course Description:

This rigorous course engages students in the study of the composition, properties, changes, and interactions of matter. The course covers the basic concepts of chemistry and includes 9 virtual laboratory experiments that encourage higher-order thinking applications. The components of this course include chemistry and its methods, the composition and properties of matter, changes and interactions of matter, factors affecting the interactions of matter, electrochemistry, organic chemistry, biochemistry, nuclear chemistry, mathematical applications, and applications of chemistry in the real world.

Student Outcomes:

The student will be able to:

- 1) Explore the modern atomic theory, the structure of the atom and the nucleus
- 2) Demonstrate an understanding of elements and the Periodic Table
- 3) Explain the differences between the states of matter and how substances change from one state to another
- 4) Explore the types of chemical bonds including ionic, covalent and metallic bonding
- 5) Understand how matter changes and the differences between physical and chemical changes
- 6) Write and balance chemical equations
- 7) Learn about Stoichiometry including solving stoichiometric equations
- 8) Examine reaction rates and compare homogeneous and heterogeneous catalysts and how they play a role in increasing reaction rates
- 9) Explain chemical equilibrium and shifts in equilibrium
- 10) Demonstrate knowledge of energy in chemical reactions including calorimetry
- 11) Use thermochemical equations to calculate energy changes

Assessment:

Assessment of student outcomes will be based on student performance through examinations, assignments, and projects. Assessments will help students to analyze, interpret, explain, synthesize, evaluate, and communicate ideas.

Instructional Materials:

Edgenuity Online Curriculum

Board Approval Date:

Pacific View Charter School Course Outline

Course Title: Edgenuity Chemistry B

Course #: 1322

Department: Science

Credits: 5

Prerequisite: Math 1A/B

A/G Approved:

Course Description:

This rigorous course engages students in the study of the composition, properties, changes, and interactions of matter. The course covers the basic concepts of chemistry and includes 9 virtual laboratory experiments that encourage higher-order thinking applications. The components of this course include chemistry and its methods, the composition and properties of matter, changes and interactions of matter, factors affecting the interactions of matter, electrochemistry, organic chemistry, biochemistry, nuclear chemistry, mathematical applications, and applications of chemistry in the real world.

Student Outcomes:

The student will be able to:

- 1) Apply Hess' law to calculate enthalpy change in a reaction
- 2) Analyze the flow of energy during changes in state using the molar enthalpies of fusion, solidification, vaporization and condensation
- 3) Explore the gas laws including: Charles' Law, Boyle's Law and the Ideal Gas Laws
- 4) Describe heterogeneous and homogeneous mixtures including the components of a solution
- 5) Define solubility and differentiate between saturated, supersaturated and unsaturated solutions
- 6) Calculate the concentration of solutions in units of molarity
- 7) Explore the properties of acids and bases
- 8) Convert between pH and hydrogen ion concentration, and between pOH an hydroxide ion concentration and measure pH and pOH
- 9) Explore neutralization reactions, titration reactions and select and properly use tools to perform a titration
- 10) Define oxidation and reduction and identify oxidized and reduced species
- 11) Describe carbon's unique bonding characteristics and their role in organic compounds
- 12) Compare the structures and functions of carbohydrates, lipids, proteins and nucleic acids
- 13) Compare and contrast the processes of photosynthesis and respiration
- 14) Explore nuclear chemistry including the types of radioactive decay and half-life as well as nuclear fission and nuclear fusion
- 15) Describe the applications of radiation and explain that alpha, beta and gamma radiation produce different amounts and kinds of damage in matter

Assessment:

Assessment of student outcomes will be based on student performance through examinations, assignments, and projects. Assessments will help students to analyze, interpret, explain, synthesize, evaluate, and communicate ideas.

Instructional Materials:

Edgenuity Online Curriculum

Board Approval Date: