

**BIG SUR CHARTER SCHOOL
REGULAR SCHOOL BOARD MEETING MINUTES**

January 11, 2023, 4:30pm
Big Sur Charter School, 304 Foam St, Monterey CA, 93940

Individuals who require special accommodation, including but not limited to an American sign language interpreter, accessible seating, or documentation in accessible formats, should contact the School Director or designee at least two days before the meeting. The meeting may be attended virtually using the following Zoom link: <https://bigsurcharterschool-org.zoom.us/j/85963352790?pwd=eWJoOWFCb1FFaWI2MzVZRlh5YXFtQT09>

I. OPENING BUSINESS

1. Call to Order 4:38 PM Jan 11, 2023
2. Roll Call All Board Members present, Erika and Suzy (parents)
3. Action to Add New Items Since Posting of Agenda (2/3 Majority) Unanimous
4. Adoption of Agenda

II. RECOGNITIONS: *STUDENTS, INDIVIDUALS AND/OR ORGANIZATIONS FOR SIGNIFICANT CONTRIBUTIONS MADE TO THE SCHOOL.*

1. Chantel (7/8 teacher) secured a grant from the McDonald Foundation for ROV project

III. COMMUNICATIONS

1. Written Communication (Spider-Man notice)

Parents are concerned about safety with homeless individuals being on campus. Would like to discuss other safety ideas.

 - Locked doors (cannot lock while in state of emergency (COVID))
 - Fence
 - Vouching for people “on campus”
2. Board Member Comments
 - We are having more interest in the Board meetings
3. Director’s Report
 - ADA is at about 86.63
 - Purchased more cameras, working on the best place to install them (handyman)
 - Talked to Jimmy about the fencing
 - Late January, Aimee will be attending an Active Shooter training
 - 8th graders do an ROV program during the second semester. They did a test run at the sports center. Positive energy, they’ll get to continue to build. They may go to the ROV competition
 - Pebble Beach Grant was submitted today, and the report from last year's grant is done.
 - Need to put together a fundraising committee. Possibly have a board member take that on and spear head it.
 - Weather and illness have put classes on hold. We have some families and staff that may be cut off from access to the school.
 - Parent Square does send texts, Christie will send out instructions on how to set up texts from Parent Square
4. BSCS Staff Comments (Non-Agenda Items)

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IV. HEARING SESSION

Citizens may address the board about subjects not listed on the agenda. Speakers addressing the board are limited to three (3) minutes with a maximum of twelve (12) minutes per topic. Any member of the public who utilizes a translator will receive six (6) minutes with a maximum of twenty-four (24) minutes per topic. This ensures that non-English speakers receive the same opportunity to address the board as English speakers. Comments will be heard with no action taken.

- Fun other teachers in the classroom (aids in the room to assist)
- Suzy would like to know how she can help (parent action committee (class store, teacher appreciation, graduation, fundraising, grant writing, look at PAC handbook))

V. CONSENT AGENDA

Items listed under the Consent Agenda are considered to be routine and/or may have been discussed at a previous Board meeting. There is no discussion of these items prior to the Board vote unless a member of the Board requests specific items be discussed and/or removed from the Consent Agenda. Each item on the Consent Agenda and approved by the Board Members shall be deemed to have been considered in full and/or adopted as recommended.

1. Approve Board Meeting Minutes from 12/7/2022

Recommendation: (Aimee Alling, Director) The Administration recommends approval of the minutes as presented.

2. Approve Bank Statement:

1st Capital Bank Statement - December 30, 2022

Recommendation: (Aimee Alling, Director) I certify that I have reviewed the attached statement for consistency with the School's budget, and purchasing and accounting practices and therefore, recommend Board approval.

3. Approve Credit Card Statements:

US Bank Statement - December 22, 2022

Wells Fargo Statement - January 03, 2023

Recommendation: (Aimee Alling, Director) I certify that I have reviewed the attached statement for consistency with the School's budget, and purchasing and accounting practices and therefore, recommend Board approval.

4. Board Report of Warrants:

Warrants from December 3, 2022 - January 6, 2023

Recommendations: (Aimee Alling, Director) I certify that I have reviewed the attached warrants for consistency with the School's budget, and purchasing and accounting practices and therefore, recommend Board approval.

Motion to approve Consent Agenda: Chad

Second: Jennifer

All in favor: All

Opposed:

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VI. ACTION/DISCUSSION

1. Review & Approve SARC (Director)

Board Action: No action. **The state of California has not given access.**

Motion to adopt: N/A Second:

All in favor:

Opposed:

2. Approve General Complaint Policy (Director)

Board Action: Adopting the Complaint Policy, making it more accessible. General complaint filters into the types of complaints as things get more specific.

Motion to adopt: Jennifer Second: Chad

All in favor: All

Opposed:

3. Approve Community Code of Conduct Policy (Director)

Board Action: Add to the Family Handbook, Parent Square, and on the Website

Motion to adopt: Jessica Second: Rachael

All in favor: All

Opposed:

4. Approve Head Lice Policy (Director)

Board Action: Reviewed

Motion to adopt: Rachael Second: Chad

All in favor: All

Opposed:

VII. INFORMATION/DISCUSSION

1. Board to Discuss Open Campus Safety Concerns & Review Fencing Options

Board Action:

- Aimee spoke with our landlords, and they are open to the idea of adding fencing around the classroom areas.
- Board Members to send any fencing options to Aimee

2. Discuss Budget Priorities and Plan for Reviewing Teacher Salaries

Board Action:

- Purchase fencing for school
- Office needs two new Desktop Macs (COVID money??)
- Need a Board Treasurer
- The Board (Chad) to ask for a liaison, plan meeting for when they will bring proposals to us to review
- Three options 1. No Action 2. Drastically decrease yearly pay increase 3.
- Everything goes up when we raise salaries
- Focusing on a COLA (Board to review every year and give COLA if financially able)
- Two working Salary Schedules, one for veteran teachers and one for new teachers

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- Add in the employee handbook how to request to leave early (as per hours listed in the contract)

3. Review Bylaws

Board Action: We are good.

4. Review Board Manual

Board Action: Reviewed no changes

5. Review Mid-year Survey Results (Director)

Board Action: Reviewed - positive feedback from parents and students

6. Review and Discuss the next two months of Board Calendar

Board Action: Reviewed

VIII. CLOSED SESSION

1. Potential Student Disciplinary Action (California Ed. Code section 35146) - Harassment Claims
2. Pending Litigation (Government Code Section 54956.9) - Claim of Teacher Misconduct

Time In: 7:03 PM

IX. RECONVENE IN OPEN SESSION

1. Report actions taken in closed session

Time Out: 8:05 PM

Report Out: Board reviewed recent information, no action taken at this time.

X. ADJOURNMENT

Time Adjourned: 8:07 PM

Items for next meeting:

Employee handbook

Approve updated fiscal policies

Fundraising Plan

SARC

Review & Adopt 2nd Interim Budget (Due March 15th)

Set Enrollment Cap

Review employment satisfaction survey

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Review & Approve Safety Plan
Budget vs Actuals

To dos before next meeting:

Send employment satisfaction survey
File Form 700s
Board to file Statement of Information (on even years)

1ST CAPITAL BANK

P.O. BOX 811
Salinas, CA 93902

RETURN SERVICE REQUESTED





BIG SUR CHARTER SCHOOL
304 FOAM ST
MONTEREY CA 93940-1408

Statement Ending 01/31/2023

BIG SUR CHARTER SCHOOL
Account Number: XXXXXX0996

Page 1 of 4

Managing Your Accounts

	Branch Name	Monterey
	Branch Phone Number	(831) 264-4070
	Customer Service	(831) 264-4000
	Mailing Address	P.O. BOX 811 Salinas, CA 93902
	Online Banking	1stcapital.bank

Summary of Accounts

Account Type	Account Number	Ending Balance
NON PROFIT BUSINESS CHECKING	XXXXXX0996	\$82.70

NON PROFIT BUSINESS CHECKING-XXXXXX0996

Account Summary

Date	Description	Amount
12/31/2022	Beginning Balance	\$57.70
	2 Credit(s) This Period	\$1,025.00
	1 Debit(s) This Period	\$1,000.00
01/31/2023	Ending Balance	\$82.70

Electronic Credits

Date	Description	Amount
01/06/2023	PAYPAL TRANSFER 1024527918256	\$1,000.00
01/10/2023	MIGHTYCAUSE FDN GRANTDEP 800495216	\$25.00

Checks Cleared

Check Nbr	Date	Amount
1010	01/30/2023	\$1,000.00

* Indicates skipped check number

Daily Balances

Date	Amount	Date	Amount	Date	Amount
01/06/2023	\$1,057.70	01/10/2023	\$1,082.70	01/30/2023	\$82.70

Overdraft and Returned Item Fees

	Total for this period	Total year-to-date	Previous year-to-date
Total Overdraft Fees	\$0.00	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00	\$0.00



The Following Disclosures Apply to Your 1st Capital Bank Account

If there are any discrepancies between your records and this statement, please notify your branch immediately. If no errors are brought to our attention within 30 days, the account will be considered correct. All items are credited subject to final payment.



IMMEDIATELY REPORT THE LOSS OR THEFT OF ANY CHECKS, DEBIT CARD OR PIN ISSUED FOR THIS ACCOUNT. CALL US AT (831) 264-4000.

In Case of Errors or Questions About Your Electronic Transfers

(APPLIES ONLY TO CONSUMER ACCOUNTS)

Telephone us at (831) 264 4000 or Write us at 1st Capital Bank, P.O.BOX 811, Salinas, CA 93902 as soon as you can, if you think your statement is wrong or if you need more information about a transfer on the statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem occurred.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is in error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

Reporting other problems

You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you and you agree to not make a claim against us, for the problems or unauthorized transactions.

Direct Deposits

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a branch for more information.

Terms and Conditions of Your Account

When you opened your account, you received the Terms and Conditions of Your Account document along with a fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the Terms and Conditions of Your Account and fee schedule may be obtained at one of our branches.

Check 21 Notification

If you request the return of your original checks you may receive a "Substitute Check" in response. The Substitute Check is the legal equivalent of an original check and you have the rights that apply when you believe in good faith, that a Substitute Check was not properly charged to your account. Contact your branch or call the number on the front of this statement to request a Check 21 disclosure.

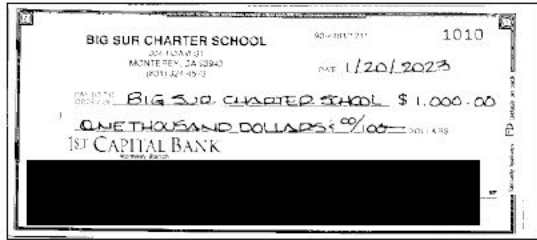
1ST CAPITAL BANK

Statement Ending 01/31/2023

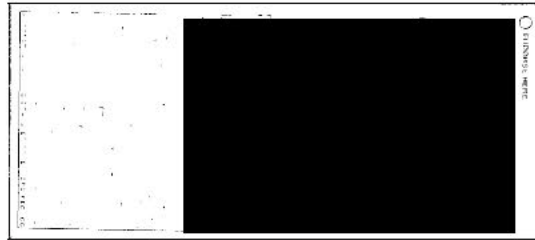
BIG SUR CHARTER SCHOOL

Page 3 of 4

Account Number: XXXXXX0996



#1010 01/30/2023 \$1,000.00



#1010 01/30/2023 \$1,000.00

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P.O. BOX 6343
FARGO ND 58125-6343



ACCOUNT NUMBER [REDACTED] 7669
STATEMENT DATE 01-23-2023
AMOUNT DUE \$419.60
NEW BALANCE \$419.60
PAYMENT DUE ON RECEIPT



000000466 01 SP 0.600 106481650138428 P

BIG SUR CHARTER SCHOOL
ATTN CHRISTIN LOPEZ
304 FOAM ST
MONTEREY CA 93940-1408

AMOUNT ENCLOSED
\$

Please make check payable to "U S Bank"

U.S. BANK CORPORATE PAYMENT SYSTEMS
P.O. BOX 790428
ST. LOUIS, MO 63179-0428

[REDACTED] 000041960 000041960

Please tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY

BIG SUR CHARTER SCHO [REDACTED] 7669	Previous Balance	Purchases And Other + Charges	Cash + Advances	Cash Advance + Fees	Late Payment + Charges	- Credits	- Payments	New = Balance
Company Total	\$1,722.88	\$419.60	\$0.00	\$0.00	\$0.00	\$0.00	\$1,722.88	\$419.60

CORPORATE ACCOUNT ACTIVITY

BIG SUR CHARTER SCHOOL
[REDACTED]-7669

TOTAL CORPORATE ACTIVITY
\$1,722.88 CR

Post Date	Tran Date	Reference Number	Transaction Description	Amount
01-11	01-09	7479826301100000000135	PAYMENT - THANK YOU 00000 C	1,722.88 PY

NEW ACTIVITY

CHRISTIN LOPEZ
[REDACTED]-7927

CREDITS \$0.00
PURCHASES \$404.31
CASH ADV \$0.00
TOTAL ACTIVITY \$404.31

Post Date	Tran Date	Reference Number	Transaction Description	Amount
01-02	12-31	24492153001027893426548	NEST LABS 855-469-6378 CA	15.00
01-06	01-04	24046913005900011900418	PAY*CITY OF MONTEREY P&R MONTEREY CA	115.00
01-09	01-06	24137463007001284566541	USPS PO 0557420310 PACIFIC GROVE CA	2.64
01-09	01-08	24692163008108142408212	AMZN MKTP US*8V6QR5B03 AMZN.COM/BILL WA	26.32
01-12	01-11	24431063011083727848475	AMAZON.COM*P14FU67C3 AMZN AMZN.COM/BILL WA	54.55

CUSTOMER SERVICE CALL

800-344-5696

ACCOUNT NUMBER

[REDACTED]-7669

ACCOUNT SUMMARY

PREVIOUS BALANCE	1,722.88
PURCHASES & OTHER CHARGES	419.60
CASH ADVANCES	.00
CASH ADVANCE FEES	.00
LATE PAYMENT CHARGES	.00
CREDITS	.00
PAYMENTS	1,722.88
ACCOUNT BALANCE	419.60

STATEMENT DATE 01/23/23
DISPUTED AMOUNT .00

AMOUNT DUE

419.60

SEND BILLING INQUIRIES TO:

U.S. Bank National Association
C/O U.S. Bancorp Purchasing Card Program
P.O. Box 6335
Fargo, ND 58125-6335



Company Name: BIG SUR CHARTER SCHOOL
Corporate Account Number: [REDACTED] 7669
Statement Date: 01-23-2023

NEW ACTIVITY						
Post Date	Tran Date	Reference Number	Transaction Description		Amount	
01-12	01-11	24692163011100225946155	AMZN MKTP US*ND24R57O3 AMZN.COM/BILL WA		12.01	
01-16	01-15	24692163015102890436948	AMZN MKTP US*QX7H63BT3 AMZN.COM/BILL WA		37.68	
01-16	01-16	24692163016103539863855	AMAZON.COM*9M4E84VW3 AMZN.COM/BILL WA		141.11	
AIMEE ALLING			CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	[REDACTED]-7891		\$0.00	\$15.29	\$0.00	\$15.29
Post Date	Tran Date	Reference Number	Transaction Description		Amount	
01-10	01-09	24011343009000043013616	ZOOM.US 888-799-9666 WWW.ZOOM.US CA		15.29	

Department: 00000 Total: \$419.60
 Division: 00000 Total: \$419.60



Prepared For	BIG SUR CHARTER SCHOOL CHRISTIN LOPEZ
Account Number	██████████ 1205
Statement Closing Date	02/03/23
Days in Billing Cycle	31
Next Statement Date	03/03/23
Credit Line	\$2,000
Available Credit	\$2,000

For Customer Service Call:
800-225-5935

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Payment Remittance Center PO Box 77033
Minneapolis, MN 55480-7733

Payment Information

New Balance	\$0.00
Current Payment Due (Minimum Payment)	\$0.00
Current Payment Due Date	02/28/23

Account Summary

Previous Balance		\$55.98
Credits	-	\$0.00
Payments	-	\$55.98
Purchases & Other Charges	+	\$0.00
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$0.00

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	17.650%	.04835%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	26.490%	.07257%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Important Information

STATEMENT SAVINGS ACCOUNT BALANCE	\$2,000.00
INTEREST PAID THIS CYCLE	\$0.00
INTEREST PAID YEAR TO DATE	\$0.00
LENGTH OF STATEMENT PERIOD (DAYS)	31
INTEREST RATE	0.00%
TOTAL *FINANCE CHARGE* BILLED IN 2022	\$1.00
TOTAL *FINANCE CHARGE* PAID IN 2022	\$1.00

See reverse side for important information.

DETACH HERE

Detach and mail w th check payable to "Wells Fargo" to arrive by Current Payment Due Date.

Make checks payable to: Wells Fargo

Account Number	██████████ 1205
New Balance	\$0.00
Total Amount Due (Minimum Payment)	\$0.00
Current Payment Due Date	02/28/23



Amount Enclosed: \$

PAYMENT REMITTANCE CENTER YTG
PO BOX 77033 48
MINNEAPOLIS MN 55480-7733

BIG SUR CHARTER SCHOOL
CHRISTIN LOPEZ
304 FOAM ST
MONTEREY CA 93940-1408

If your card is ever lost or stolen

Please notify us immediately by calling: **1-800-225-5935**.

Questions about your statement

If you have a question about your statement, please write to us within 30 days after the statement was mailed to you. Please use a separate letter and include your account number and the date of the statement in question. Please refer to the front of the statement for our Inquiry mailing address.

For all your personal or business financial service needs, visit us at [wellsfargo.com](https://www.wellsfargo.com)

Important payment information

Payments made at a Wells Fargo branch

You may use cash or checks when making payments at a Wells Fargo branch.

Payments by mail

Mail your check and the payment coupon to the Payment Remittance Center address printed on this statement. For fastest delivery, please use the enclosed window envelope. If using a single check to pay multiple accounts, we must receive a completed payment coupon for each account being paid or a list showing the full account number and amount to be credited to each account. If you are paying multiple accounts with a single check, the total of the check must equal the sum of the payments to be applied to each individual account, with at least the total minimum payment due for all accounts.

Payments by phone

If you are authorized to transact on the account, you may be able to initiate a payment by calling the Customer Service number listed on the front of this statement.

Payments made using Wells Fargo Online Banking or Wells Fargo Mobile

If you have access to the account via Wells Fargo Online Banking or Mobile you may be able to make a payment depending on your level of access.

Automatic Payments

You can establish automatic payments to this credit account from a Wells Fargo deposit account or any other financial institution. For enrollment information, please contact our Customer Service number listed on the front of this statement.

Timing of payment by mail or payments made at a Wells Fargo branch

Payments that are received at the designated payment processing address (printed on each statement) by 5:00 p.m. on any business day will be credited as of the day of receipt. Payments received after 5:00 p.m. or on non-business days may be credited as of the next business day.

When a payment is considered late

If your payment is received or initiated any time after the Due Date, it is considered late and your account will be subject to a late fee.

Promotional rates

All promotional rates are subject to early termination if there are late payments or other defaults. Please see sections "Default" and "Remedies" in your Cardholder Agreement.

Managing your account

To manage your account, including card payments, alerts and change of address, visit [wellsfargo.com](https://www.wellsfargo.com) or call the customer service number which appears on your account statement.

Transaction Details

<i>Trans</i>	<i>Post</i>	<i>Reference Number</i>	<i>Description</i>	<i>Credits</i>	<i>Charges</i>
01/19	01/19	85586680K26RZB7F6	PAYMENT THANK YOU	55.98	

Wells Fargo News

Effective March 31, 2023, the Mastercard Global Service (TM) benefit will no longer include the Emergency Cash Advance service. The Global Service benefit will still include Lost and Stolen Card Reporting and Emergency Card Replacement services. To obtain an updated Guide to Benefits document please call the number on the back of your card after March 31 and request a copy.

Effective February 1, 2023, there are important changes to your Customer Agreement. To see the full terms of your Customer Agreement, please visit Wellsfargo.com/biz/business-credit/agreements or call Small Business Customer Service at 1-800-225-5935 to request a copy.

Take advantage of the features that come with Online Banking:

Messages and alerts: Stay informed about your account with updates sent to your email or mobile phone.

Automatic Payments: Never miss a payment, avoid late charges, and protect your credit rating.

Important changes to your Customer Agreement — Effective February 1, 2023

Beginning February 1, 2023, the following changes will apply to your Wells Fargo Business Secured Credit Card account:

Fees that will no longer be charged (if applicable):

\$39 overlimit fee

How payments will be applied:

Generally, we will apply your Minimum Payment first to balances with lower interest rates (such as Purchases) before balances with higher interest rates (such as Cash Advances). Payments made in excess of the Minimum Payment will be applied to balances with higher interest rates first before balances with lower ones.

To see the full terms of your Customer Agreement, please visit wellsfargo.com/biz/business-credit/agreements or call 1-800-225-5935 to request a copy.

Checks Dated 01/07/2023 through 02/03/2023			Board Meeting Date February 8, 2023		
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
12738640	01/12/2023	AT&T Mobility	62-5900		234.36
12738641	01/12/2023	Central Coast Language and Learning Center	62-5800		1,935.00
12738642	01/12/2023	Crystal Springs Water Co.	62-5500		40.75
12738643	01/12/2023	Monterey City Disposal	62-5500		556.72
12738644	01/12/2023	Plasha Will	62-5800		887.31
12738645	01/12/2023	SCHOOL PATHWAYS LLC	62-5800		2,344.34
12738646	01/12/2023	STATE OF CA DOJ Acctng Office	62-5800		49.00
12738647	01/12/2023	TinyEYE Tech Corp	62-5800		483.75
12738648	01/12/2023	Wells Fargo	62-5500		55.98
12739708	01/19/2023	Comcast	62-5900		410.87
12739709	01/19/2023	Comcast	62-5900		731.86
12739710	01/19/2023	Gerda Marotta	62-5600		7,895.37
12739711	01/19/2023	Pediatric Therapy Associates	62-5800		65.00
12741567	01/26/2023	California American Water	62-5500		134.94
12741568	01/26/2023	CharterSafe	62-5450		2,533.00
12741569	01/26/2023	PG&E	62-5500		311.66
12741570	01/26/2023	US Bank Corporate Payment System	62-4100	54.55	
			62-4300	217.12	
			62-5800	130.00	
			62-5900	17.93	419.60
12742982	02/02/2023	Dept of Health Care Svcs//Over payments	62-5800		217.00
12742983	02/02/2023	Lopez, Hannah M	62-5200		375.88
12742984	02/02/2023	Henry, Wyatt E	62-5200		471.63
12742985	02/02/2023	Sorenson, Kiana	62-5200		107.00
12742986	02/02/2023	California American Water	62-5500		58.88
12742987	02/02/2023	YOUNG, MINNEY & CORR, LLP	62-5800		2,992.50
Total Number of Checks			23		23,312.40

Fund Recap

Fund	Description	Check Count	Expensed Amount
62	Charter School Enterprise	23	23,312.40
	Total Number of Checks	23	23,312.40
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		23,312.40

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

Comprehensive School Safety Plan

**2022-2023
School Year**

School: Big Sur Charter School
CDS Code: 27751500118349
District: Big Sur Charter School
Address: 304 Foam Street
Monterey, CA 93940

Date of Adoption:

Date of Update:

Date of Review:

- with Staff
- with Law Enforcement
- with Fire Authority

Approved by:

Name	Title	Signature	Date

Table of Contents

Comprehensive School Safety Plan Purpose.....	4
Safety Plan Vision.....	4
Components of the Comprehensive School Safety Plan (EC 32281).....	5
(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166).....	6
(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100).....	7
(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines.....	7
(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079).....	18
(E) Sexual Harassment Policies (EC 212.6 [b]).....	19
(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183).....	20
(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2).....	20
(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5).....	21
(K) Hate Crime Reporting Procedures and Policies.....	22
(J) Procedures to Prepare for Active Shooters.....	25
Procedures for Preventing Acts of Bullying and Cyber-bullying.....	26
Safety Plan Review, Evaluation and Amendment Procedures.....	27
Safety Plan Appendices.....	28
Emergency Contact Numbers.....	29
Safety Plan Review, Evaluation and Amendment Procedures.....	30
Emergency Response Guidelines.....	31
Step One: Identify the Type of Emergency.....	31
Step Two: Identify the Level of Emergency.....	31
Step Three: Determine the Immediate Response Action.....	31
Step Four: Communicate the Appropriate Response Action.....	33
Animal Disturbance.....	33
Biological or Chemical Release.....	33
Bomb Threat/ Threat Of violence.....	33
Disorderly Conduct.....	34
Earthquake.....	34

Explosion or Risk Of Explosion35

Fire in Surrounding Area35

Fire on School Grounds35

Flooding35

Loss or Failure Of Utilities35

Motor Vehicle Crash35

Pandemic36

Psychological Trauma.....36

Suspected Contamination of Food or Water36

Tactical Responses to Criminal Incidents36

Unlawful Demonstration or Walkout.....37

Comprehensive School Safety Plan Purpose

Effective January 1, 2019, Assembly Bill 1747 (Rodriguez), School Safety Plans, became law. This bill requires that during the writing and development of the comprehensive school safety plan (CSSP), the school site council or safety committee consult with a fire department and other first responder entities in addition to currently required entities. It requires the CSSP and any updates made to the plan to be shared with the law enforcement agency, the fire department, and the other first responder entities.

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

Assessment of school crime committed on school campuses and at school-related functions

- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at 300 Foam St, Ste C Monterey, CA 93940.

Safety Plan Vision

Big Sur Charter School is committed to creating a safe and healthy environment that is conducive to learning.

Components of the Comprehensive School Safety Plan (EC 32281)

Big Sur Charter School Safety Committee

The Big Sur Charter School facilitates a school safety committee that meets to determine safety needs and problem solve regarding safety incidents. This team is composed of parents, administrative staff and teachers.

Assessment of School Safety

Big Sur Charter School continually assess the safety of school facilities to support a safe and orderly environment for students. The assessment of safety includes: annual facilities inventory, recommendations by staff and parents, review of data regarding accidents, disciplinary incidents, and response to emergencies.

Annual safety trainings for staff and students provide opportunity to assess protocols and needs. Safety assessment is ongoing and grounded in situation.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

Big Sur Charter School follows both School and Board Policies to support: Child Abuse Reporting, implementation of emergency procedures, suspension and expulsion procedures for students, teacher notification regarding dangerous pupils, sexual harassment identification and reporting, dress code procedures, safe ingress and egress of students, maintenance of a safe and orderly school environment, student discipline rules and consequences, and implications regarding hate crimes.

Big Sur Charter School implements processes such as Positive Behavior Intervention Supports and Restorative Justice to approach student behavior in a positive manner with a focus on self regulation. Safety trainings occur annually for staff and students and mandated trainings are sponsored for all staff regarding mandated reporting and harassment and discrimination. School safety plans are approved according to California Education Code, and law enforcement and fire officials were consulted for advisement on the initial plan. BSCS continually assesses the safety of staff and students and modifies processes as needed. Through use of surveys administered to staff, students, and parents; input is solicited from stakeholders to ensure perceptions of safety needs. Facilities conducts annual safety inspections and the school ensures all devices and safety procedures are up to date. Board policies are updated as per California Education Code changes.

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

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.

BSCS provides annual training on the mandated reporting requirements, using an online training platform provided by CharterSafe, 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. Training of mandated reporters includes identification and mandated reporting of child abuse and neglect, guidance in the appropriate discipline of students, physical contact with students, and maintenance of ethical relationships with students to avoid actions that may be misinterpreted as abuse.

Reporting Suspected Child Abuse must obey the following procedures and protocols:

- Mandated reporter shall make a report if they know or reasonably suspect student is victim of abuse or neglect; may make a report if they know or reasonably suspect student is victim of emotional abuse; must report any violent crime witnessed that was perpetrated against child under 14 to police
- Reporting duties cannot be delegated
- In the case of joint knowledge of abuse, a plan must be developed for one person to report
- No supervisor shall impede or inhibit reporting by mandated reporter
- Non-mandated reporters may also report suspected or known child abuse
- Initial telephone report must be made "immediately or as soon as practicable"
- Written report must be made within 36 hours of learning of abuse or suspected abuse
- Principal shall provide any assistance necessary to ensure reporting done as required by law
- Reporting to another employee is not a substitute for required reporting to appropriate agency

Any mandated reporter 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 or neglect shall report such suspected incident of abuse or neglect to the Monterey County Children's Protective Services 24-hour emergency response phone at (831)-755-4661 or toll free at (800)-606-6618 immediately or as soon as practically possible. You may also contact the police of county sheriff.

The mandated reporter shall also prepare and send a Suspected Child Abuse Report within 36 hours of receiving the information concerning the incident. (PC section 11166(a).) The form and instructions can be found at the following website:

https://oag.ca.gov/sites/all/files/agweb/pdfs/childabuse/ss_8572.pdf

A discussion may be conducted with the employee having knowledge of the abuse and a school administrator prior to reporting. This discussion is not mandatory, but may provide the opportunity for the development of plans regarding the verbal reporting of the abuse to the police department or to Child Protective Services in a timely manner and to complete the Suspected Child Abuse Report.

No mandated reporter who reports a suspected incident of child abuse or neglect shall be held civilly or criminally liable for any report required or authorized by CANRA. Any other person reporting a known or suspected incident of child abuse or neglect shall not incur civil or criminal liability as a result of any report authorized by CANRA unless it can be proven the report was false and the person knew it was false or made the report with reckless disregard of its truth or falsity. (PC section 11172(a).)

School staff will work with Child Protective Services and law enforcement to assure ongoing monitoring of the student and perform any follow-up actions as needed. Considerable effort is made to maintain the confidentiality of the student and employee in all cases of child abuse reporting. Copies of all written reports will be maintained in the school office. A mandated reporter is not required to disclose their identity, but are encouraged to notify the School Director as soon as possible after the initial telephone report is made.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

Disaster Plan (See Appendix C-F)

Public Agency Use of School Buildings for Emergency Shelters

In the event of a public emergency, Big Sur Charter School will allow a public agency, including the American Red Cross, to use school site buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. BSCS shall cooperate with the public agency in furnishing and maintaining the services deemed necessary to meet the needs of the community.

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

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

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

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

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

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

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

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

Procedures

A. Grounds for Suspension and Expulsion of Students

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

B. Enumerated Offenses

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

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.

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

q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 8, inclusive.

r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 4 to 8, inclusive.

s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 8, inclusive.

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

1) Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

(a) Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.

(b) Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.

(c) Causing a reasonable student to experience substantial interference with their academic performance.

(d) Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

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

(a) A message, text, sound, video, or image.

(b) A post on a social network Internet Web site including, but not limited to:

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

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

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

(c) An act of cyber sexual bullying.

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

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

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

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

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

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

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

b) Brandished a knife at another person.

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

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

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

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

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

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

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

e) Committed or attempted to commit robbery or extortion.

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

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

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

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

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

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

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

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

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

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

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

q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 8, inclusive.

r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This provision shall apply to students in any of grades 4 to 8, inclusive.

s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 8, inclusive.

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

1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

(a) Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.

(b) Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.

(c) Causing a reasonable student to experience substantial interference with their academic performance.

(d) Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

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

(a) A message, text, sound, video, or image.

(b) A post on a social network Internet Web site including, but not limited to:

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

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

iii. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph

(1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.

iv. An act of cyber sexual bullying.

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

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

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

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

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

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

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

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

The Charter School will use the following definitions:

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

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

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

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

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

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

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. The conference shall be held as soon as the student is physically able to return to school for the conference. Penalties shall not may be imposed on a student for failure of the student's parent/guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent/guardian at the conference.

2. Notice to Parents/Guardians

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

3. Suspension Time Limits/Recommendation for Expulsion

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

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

4. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

D. Authority to Expel

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

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

E. Expulsion Procedures

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

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

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

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

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

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

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five (5) days notice of their scheduled testimony; (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent/guardian, or legal counsel; and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

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

H. Presentation of Evidence

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

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

I. Expulsion Decision

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

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

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

J. Written Notice to Expel

The School Director or designee, following a decision of the Board of Directors to expel, shall send written notice of the decision to expel, including the Board of Directors' adopted findings of fact, to the student and student's parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The School Director or designee shall send a copy of the written notice of the decision to expel to the chartering authority. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

K. Disciplinary Records

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

L. No Right to Appeal

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

M. Expelled Students/Alternative Education

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

N. Rehabilitation Plans

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

O. Readmission or Admission of Previously Expelled Student

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

P. Notice to Teachers

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

Q. Involuntary Removal for Truancy

In accordance with Education Code Section 51747 and the Charter School's Board policy on independent study, after 20% of are missed assignments, an evaluation is held to determine whether it is in the best interest of the student to remain in independent study. If it is determined that it is not in the student's best interest to remain in independent study, the Charter School may involuntarily remove the student after the Charter School follows the requirements of the Missed Assignment Policy and only after providing notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal as forth herein. Students who are involuntarily removed for truancy shall be given a rehabilitation plan and shall be subject to the readmission procedures set forth herein.

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

1. Notification of SELPA

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

2. Services During Suspension

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

3. Procedural Safeguards/Manifestation Determination

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

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

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

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

- (a) Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- (b) If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and

(c) Return the child to the placement from which the child was removed, unless the parent/guardian and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

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

4. Due Process Appeals

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

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

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

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

5. Special Circumstances

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

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

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

6. Interim Alternative Educational Setting

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

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

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

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

- a) The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b) The parent/guardian has requested an evaluation of the child.

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

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

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

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

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Education Code 49079 requires that the School Director notify classroom teachers of students who have engaged in, or are reasonably suspected of engaging in, certain suspendable or expellable acts (Education Code sections 48900 and 48915) for the three previous years.

The goal is to define a system whereby every classroom teacher will have immediate access to the names of those students currently enrolled in his/her classroom who meet the criteria of Education Code section 48900.

1. Suspensions are entered into the School Pathways student information system and with the violation and the date of the latest suspension under those Education Code tenets described above.
2. On a subsequent offense, a new incident is recorded with the date of the most current offense. If a student enrolls from a court or community school or from any other school and we have a record that the student has committed a suspendable offense, the School Director will ensure the teacher is informed of the student's previous offenses. When notice is received from any court or law enforcement agency that the student has committed any law violation which falls into any category outlined by Education Code 48900, the local school will enter the violation in the Discipline Incident screen along with the date of the incident.
3. The School Director will make every effort to contact a suspended student's teachers as soon as is practical after the offense.

(E) Sexual Harassment Policies (EC 212.6 [b])

ANTI-DISCRIMINATION AND ANTI-HARASSMENT POLICY

BSCS is committed to providing a cooperative and comfortable work and education environment free of discrimination and harassment of any kind. Accordingly, BSCS forbids discrimination against any employee, applicant for employment, or student, on the basis of sex, ethnic group, religion, sexual orientation, color, race, national origin and physical or mental disability. BSCS will not tolerate discrimination or harassment activity by any of its employees, non-employee volunteers, or any other person subject to the control of school authorities. Furthermore, all programs and activities shall be free from discrimination and harassment with respect to sex, ethnic group, religion, sexual orientation, color, race, national origin and physical or mental disability.

All students shall have equal opportunities in admission and access to the educational program, testing procedures, and other activities. School staff and volunteers shall carefully guard against segregation, bias and stereotyping in instruction, guidance and supervision.

The Board prohibits intimidation or harassment of any student by any employee, student or other person. Staff shall be alert and immediately responsive to student conduct that may interfere with another student's ability to participate in or benefit from school services, activities or privileges.

Students who harass or discriminate against other students shall be subject to appropriate counseling and discipline, up to and including expulsion. An employee who permits or engages in discrimination or harassment may be subject to disciplinary action, up to and including dismissal.

Any student who feels that he/she is being harassed or discriminated against should immediately contact the School Director or designee. The student and/or parent may file a complaint verbally or in writing. Upon receipt of a harassment complaint the School Director or designee will be notified. Complaints of harassment will be investigated immediately.

Policy Prohibiting Unlawful Harassment

BSCS is committed to providing a work and educational atmosphere that is free of unlawful harassment. BSCS's policy prohibits sexual harassment and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, creed, color, gender, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation. BSCS will not condone or tolerate harassment of any type by any employee, independent contractor or other person with which the School does business with. This policy applies to all employee actions and relationships, regardless of position or gender. BSCS will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

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
- Deferential or preferential treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

In accordance with existing policy, discrimination on the basis of gender in education institutions is prohibited. All persons, regardless of the gender, are afforded equal rights and opportunities and freedom from unlawful discrimination in education programs or activities conducted by the School.

BSCS is committed to provide 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 when:

1. Submission of 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;
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 sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff will receive sexual harassment training and/or instruction concerning sexual harassment in the workplace as required by law.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

Big Sur Charter School supports equitable educational access and does not support policies that reinforce stereotypes or increase marginalization or oppression of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income, or body type/size.

Our guidelines are:

- All community members should dress comfortably and safely for school and engage in the educational environment without fear of or actual unnecessary discipline or body shaming.
- All community members should understand that they are responsible for managing their own personal "distractions" without regulating individual's clothing/self expression.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

The School Director develops procedures so that students, staff, parents and community members can enter and exit the learning center in a safe and orderly way, and that the building is secure from unauthorized entry.

Traffic and Pedestrian Safety

School personnel discuss the following safety issues with students and parents, distribute and post materials, as appropriate:

- Traffic and pedestrian safety
- Bicycle Helmet Law
- Safe routes to school
- Drop-off, pick-up, and parking procedures
- Exiting and entering a car
- Seat belt law use

Releasing Students

- Students, staff and parents are informed of student drop-off and pick-up points and safety procedures to be observed around moving vehicles.
- Staff ensures that students are picked-up by parents, legal guardians or other persons designated by parents or legal guardians.

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Big Sur Charter School Student Conduct Code

Behavior Expectations

- Be Respectful
- Be Responsible
- Be Safe
- Be Your Person Best, and
- Follow the Direction of Teacher and Chaperones

A large part of what we do at Big Sur Charter School is guide students to become well balanced members of their community. We understand that students come to us with a variety of experiences that have shaped who they are. Given that, each circumstance is treated individually and can result in a different response based on the frequency and severity of behavior and student's age. Our goal is to ensure all students feel safe and respected as they learn to navigate their community, and every effort is made to support students in examining and correcting behavioral missteps.

Society recognizes certain activities to be unacceptable, and laws are enacted to protect everyone's best interests. Most of these behaviors also find their reflection in California law. While each incident has its own circumstances, suspension and possible expulsion consequences are in effect regarding specific behaviors.

Conduct Code Procedures

Level One

Minor physical contact, mild verbal abuse (saying shut up or calling someone stupid, for example), disrespectful/disruptive behavior, mild use of profanity, minor threatening behavior, accidental damage of property.

Actions & Consequences:

- Conflict resolution conversation, peer mediation with all concerned, restorative justice circle, repair harm.

Level Two

Repetition of Level One behavior, skipping class, willful damage of property, engaging in bullying, bringing a toy weapon to school (one which cannot cause harm), leaving school without permission.

Additional Actions & Consequences:

- Office referral.
- Parents notified by phone.
- Parent conference mandatory.
- An incident report will be written for the student's file, with a copy going to the parents.
- Possible behavior intervention plan created.
- Suspension and/or expulsion (depending on severity)

Level Three

Significant repetition of Level Two behavior, stealing, significant threatening behavior (using anything as a weapon), bringing an imitation of a weapon to school which might reasonably be mistaken for a weapon, serious physical abuse, serious use of profanity (such as swearing at a teacher).

Additional Actions & Consequences:

- A suspension report may be written for the student's file, with a copy going to the
- parents.
- Behavior intervention plan created.

Level Four

Stealing, drug possession or use at school functions, sexual misconduct, sexual activity, bringing a weapon to school (including all knives), tobacco use.

- Suspension, during which it will be decided what further action is needed, including community service, other forms of restitution, or expulsion.

The decision to suspend or expel will be based on the BSCS Suspension and Expulsion Policy. This may include activities to be completed at home with parental support.

(K) Hate Crime Reporting Procedures and Policies

It is the policy of Big Sur Charter School (“the School”) to create and maintain a learning environment where students and employees are treated with dignity, decency and respect. It is also the policy of the school to maintain an environment that encourages and fosters appropriate conduct among all persons and respect for individual values. Accordingly, the School is committed to enforcing this Harassment, Discrimination, Intimidation and Bullying Prevention Policy at all levels in order to create an environment free from all forms of discrimination, harassment, intimidation and bullying. Discrimination, harassment, intimidation or bullying based on the following characteristics, whether actual or perceived: race, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), immigration status, citizenship status, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy or childbirth), gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or association with a person or group with one or more of the aforementioned characteristics or any other legally protected category is unlawful and undermines the character and purpose of the School. Such discrimination, harassment, intimidation or bullying violates School policy and will not be tolerated. This policy applies to anyone on campus at the School or those attending School sponsored activities.

Any form of retaliation against anyone who has complained or formally reported discrimination, harassment, intimidation or bullying or against anyone who has participated in an investigation of such a complaint, regardless of whether the complaint relates to the complaining person or someone else, will not be tolerated and violates this policy and the law. If the School possesses information that could indicate immigration status, citizenship status or national origin information, the School shall not use the acquired information to discriminate against any students or families or bar children from enrolling in or attending school. If parents or guardians choose not to provide information that could indicate their or their children’s immigration status, citizenship status or national origin information, the School shall not use such actions as a basis to discriminate against any students or families or bar children from enrolling or attending school.

Each year, the School shall educate students about the negative impact of bullying other students based on their actual or perceived immigration status or their religious beliefs or customs. The School shall also train teachers, staff and personnel to ensure that they are aware of their legal duty to take reasonable steps to eliminate a hostile environment and respond to any incidents of harassment based on the actual or perceived characteristics noted above.

Such training shall provide School personnel with the skills to do the following:

- Discuss the varying immigration experiences among members of the student body and school community;
- Discuss bullying-prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims;
- Identify the signs of bullying or harassing behavior;
- Take immediate corrective action when bullying is observed; and
- Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior.

Definitions

Discrimination: Discrimination is adverse treatment of any person based on the protected class or category of persons to whom he/she belongs and such treatment limits students from participating or benefiting from school activities or services.

Harassment: Harassment is unwelcome verbal or physical conduct prohibited by law directed toward, or differential treatment of, a student because of his/her membership (or perceived membership) in any protected group or on any other prohibited basis. The harasser can be a student, a School official or employee, or someone who is not an employee of the School, such as a vendor or parent.

Examples of such conduct include, but are not limited to:

- Offensive or degrading remarks, verbal abuse, or other hostile behavior such as insulting, teasing, mocking, name calling, degrading or ridiculing another person or group
- Racial slurs, derogatory remarks about a person's accent, or display of racially offensive symbols
- Unwelcome or inappropriate physical contact, comments, questions, advances, jokes epithets or demands
- Physical assault or stalking
- Displays or electronic transmission of derogatory, demeaning or hostile materials
- Graphic and written statements, which may include use of cell phones or the Internet

Harassment does not have to include intent to harm, be directed at a specific target or involve repeated incidents. Harassment creates a hostile environment when the conduct is sufficiently severe, pervasive or persistent so as to interfere with or limit a student's ability to participate in or benefit from the services, activities or opportunities offered by the School.

Reporting Discrimination, Harassment, Intimidation, Bullying or Retaliation

Any student who believes that he or she has been the victim of discrimination, harassment, intimidation, bullying or retaliation prohibited by this policy, or any student who has witnessed such discrimination, harassment, intimidation, bullying or retaliation, should immediately report the circumstances in accordance with the procedure set forth below. The School will investigate any conduct that violates this policy, even in the absence of a complaint, and take remedial action where appropriate.

A student may make a complaint, written or oral, to any of the individuals listed below:

- Their teacher or other school personnel
- The School Director

Complaints may be submitted to the School Director by any of the following methods:

- By phone at 831-324-4573
- By email at director@bigsurcharterschool.org
- By mail at 304 Foam Street, Monterey, CA 93940

Any teacher, school counselor or other school employee that receives any complaints of misconduct, or personally observes, learns about from others, or reasonably suspects has occurred, shall report the same to the School Director, so that the School may attempt to resolve the claim internally. Any School personnel that witness an act of discrimination, harassment, intimidation, bullying or retaliation shall take immediate steps to intervene when it is safe to do so.

Investigation and Disposition of Complaints

The School will conduct a prompt, thorough and impartial investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. The investigation, conducted by a qualified investigator(s) (who may be a School employee), will include an interview with the alleged student-victim and his/her parent(s)/guardian(s). It may also include interviews with the person who made the initial report, the complainant (if not the alleged victim), the alleged wrongdoer and/or any other person who may have information regarding the incident, each of whom are encouraged to cooperate with any investigation. The investigator may also review any relevant documents.

The School will endeavor to complete its investigation within thirty (30) days of a report of discrimination, harassment, intimidation, bullying or retaliation. Confidentiality of the complaint and investigation will be kept by the School to the extent possible, but note that the investigation will not be completely confidential. The School shall ensure confidentiality with respect to a student's or family's immigration status.

The investigator (if a third party) will report his/her findings to the Principal and/or Board of Directors. Where the investigator concludes that a violation of this policy has occurred, the Principal and/or Board of Directors will take prompt and appropriate remedial action, including disciplinary action. Depending upon the circumstances, disciplinary action may include, but is not limited to suspension and/or recommendation for expulsion. Discipline for a violation of this policy is not progressive, so a first violation of this policy may warrant suspension or a recommendation for expulsion.

Every complaint will trigger the creation of an investigatory file. The investigatory file will consist of the initial complaint, the final investigative report, including a record of the remedial action to be taken, if any, and all documents created, used or reviewed during the investigation. At the conclusion of the investigation, the Principal shall notify the complainant of the manner in which it has resolved the matter. If, within 30 days after notification of resolution, the complainant does not agree with the resolution, the complainant may appeal the matter to the Board of Directors of the School by filing a notice of appeal stating the reasons for the appeal and specific disagreement with the School's resolution of the complaint. The Board of Directors will provide the student with a final decision of the School's resolution 5 days after the Board of Directors' next regularly scheduled board meeting. If the student does not agree with the final determination of the Board of Directors, the student may appeal to the California Department of Education using the appeal process adopted in the School's Uniform Complaint Procedures.

Parental Notification

Each year, the School shall notify parents and guardians of their children's right to a free public education, regardless of immigration status or religious beliefs. This information shall include information related to the "Know Your Rights" immigration enforcement established by the California Attorney General. The School shall also inform students who are the victims of hate crimes of their right to report such crimes.

(J) Procedures to Prepare for Active Shooters

An Active Shooter is an individual actively engaged in killing or attempting to kill people in a confined and populated area; in most cases, active shooters use firearms(s) and there is no pattern or method to their selection of victims.

Active shooter situations are unpredictable and evolve quickly. Typically, the immediate deployment of law enforcement is required to stop the shooting and mitigate harm to victims.

Because active shooter situations are often over within 10 to 15 minutes, before law enforcement arrives on the scene, individuals must be prepared both mentally and physically to deal with an active shooter situation.

Quickly determine the most reasonable way to protect your own life. Remember that customers and clients are likely to follow the lead of employees and managers during an active shooter situation.

1. Evacuate

If there is an accessible escape path, attempt to evacuate the premises. Be sure to:

- Have an escape route and plan in mind
- Evacuate regardless of whether others agree to follow
- Leave your belongings behind
- Help others escape, if possible
- Prevent individuals from entering an area where the active shooter may be
- Keep your hands visible
- Follow the instructions of any police officers
- Do not attempt to move wounded people
- Call 911 when you are safe

2. Hide out

If evacuation is not possible, find a place to hide where the active shooter is less likely to find you. Your hiding place should:

- Be out of the active shooter's view
- Provide protection if shots are fired in your direction (i.e., an office with a closed and locked door)
- Not trap you or restrict your options for movement

To prevent an active shooter from entering your hiding place:

- Lock the door
- Blockade the door with heavy furniture

If the active shooter is nearby:

- Lock the door
- Silence your cell phone and/or pager
- Turn off any source of noise (i.e., radios, televisions)
- Hide behind large items (i.e., cabinets, desks)
- Remain quiet

If evacuation and hiding out are not possible:

- Remain calm
- Dial 911, if possible, to alert police to the active shooter's location
- If you cannot speak, leave the line open and allow the dispatcher to listen

3. Take action against the active shooter

As a last resort, and only when your life is in imminent danger, attempt to disrupt and/or incapacitate the active shooter by:

- Acting as aggressively as possible against him/her
- Throwing items and improvising weapons
- Yelling
- Committing to your actions

HOW TO RESPOND WHEN LAW ENFORCEMENT ARRIVES

Law enforcement's purpose is to stop the active shooter as soon as possible. Officers will proceed directly to the area in which the last shots were heard.

Officers usually arrive in teams of four (4)

Officers may wear regular patrol uniforms or external bulletproof vests, Kevlar helmets, and other tactical equipment

Officers may be armed with rifles, shotguns, handguns

Officers may use pepper spray or tear gas to control the situation

Officers may shout commands, and may push individuals to the ground for their safety

How to react when law enforcement arrives:

Remain calm, and follow officers' instructions

Put down any items in your hands (i.e., bags, jackets)

Immediately raise hands and spread fingers

Keep hands visible at all times

Avoid making quick movements toward officers such as holding on to them for safety

Avoid pointing, screaming and/or yelling

Do not stop to ask officers for help or direction when evacuating, just proceed in the direction from which officers are entering the premises

Information to provide to law enforcement or 911 operator:

- Location of the active shooter

Number of shooters, if more than one

Physical description of shooter/s

Number and type of weapons held by the shooter/s

Number of potential victims at the location

The first officers to arrive to the scene will not stop to help injured persons. Expect rescue teams comprised of additional officers and emergency medical personnel to follow the initial officers. These rescue teams will treat and remove any injured persons. They may also call upon able-bodied individuals to assist in removing the wounded from the premises.

Once you have reached a safe location or an assembly point, you will likely be held in that area by law enforcement until the situation is under control, and all witnesses have been identified and questioned. Do not leave until law enforcement authorities have instructed you to do so.

Information taken from the website of the U.S. Department of Homeland Security - www.dhs.gov

Procedures for Preventing Acts of Bullying and Cyber-bullying

It is the policy of Big Sur Charter School to create and maintain a learning environment where students and employees are treated with dignity, decency and respect. It is also the policy of Big Sur Charter School to maintain an environment that encourages and fosters appropriate conduct among all persons and respect for individual values. Accordingly, the School is committed to enforcing the Harassment, Discrimination, Intimidation and Bullying Prevention Policy at all levels in order to create an environment free from all forms of discrimination, harassment, intimidation and bullying.

Big Sur Charter School provides students with instruction, in the classroom or other educational settings, that promotes communication, social skills, and assertiveness skills and educates students about appropriate online behavior and strategies to prevent and respond to bullying as defined in the school's Harassment, Discrimination, Intimidation and Bullying Prevention Policy.

School staff receives related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies. Parents/guardians, students, and community members also may be provided with similar information.

Safety Plan Review, Evaluation and Amendment Procedures

The Comprehensive School Safety Plan shall be reviewed annually. The School Safety Team shall review data, goals, and updates in policy to ensure the plan is valid and aligned to the current school climate and policies. The School Board will approve the Comprehensive School Safety Plan annually.

Safety Plan Appendices

Emergency Contact Numbers

Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Emergency Services		911	
Law Enforcement/Fire/Paramedic	City of Monterey Police Department	(831) 646-3830	
Law Enforcement/Fire/Paramedic	City of Monterey Fire Department	(831) 646-3905	
Law Enforcement/Fire/Paramedic	Monterey County Sheriff's Department	(831) 755-3700	
Public Utilities	Pacific Gas and Electric	(800) 743-5000	
Other	School Office Main Line	(831) 324-4573	
Other	School Director Emergency Mobile Line	(831) 884-8400	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)

Emergency Response Guidelines

Step One: Identify the Type of Emergency

The first step in responding to an emergency is to determine the type of emergency that has occurred. Emergency procedures for types of emergencies are listed below.

Step Two: Identify the Level of Emergency

The second step in responding to an emergency is to determine the level of the emergency. For schools, emergency situations can range from a small fire to a major earthquake. To assist schools in classifying emergency situations, a three-tiered rating system is described below.

Level 1 Emergency: A minor emergency that is handled by school personnel without assistance from outside agencies, e.g., a temporary power outage, a minor earthquake, or a minor injury on the play yard.

Level 2 Emergency: A moderate emergency that requires assistance from outside agencies, such as a fire or a moderate earthquake, or a suspected act of terrorism involving the dispersion of a potentially hazardous material, e.g., “unknown white powder”.

Level 3 Emergency: A major emergency event that requires assistance from outside agencies such as a major earthquake, civil disturbance or a large-scale act of terrorism. For Level 3 emergencies, it is important to remember that the response time of outside agencies may be seriously delayed.

Step Three: Determine the Immediate Response Action

Once the type and extent of an emergency have been identified, school personnel can determine if an immediate response action is required. The most common immediate response actions initiated during school emergencies are: Duck and Cover, Shelter-In-Place, Lock Down, Evacuate Building, Off- Site Evacuation, or All Clear.

DUCK AND COVER

This action is taken to protect students and staff from flying or falling debris. The teacher or staff person should remain calm, conveying reassuring comments that the situation is under control and give clear directions. All staff should be prepared to duck and cover again due to aftershocks.

Description of Action

Indoors:

The teacher will instruct students to drop down to the floor and duck and cover. The following precautions will be taken indoors: turn away from windows, take cover under a desk or table or against an interior wall, cover head with arms and hold this position until the ground stops shaking or given further instruction.

Outdoors:

The teacher will instruct students drop down to the ground and duck and cover. The following precautions will be outdoors: move away from buildings, poles and overhead wires, lie down or crouch low to the ground placing heads between knees, and covering heads with arms and hands. Be aware of dangers that demand movement This position should be held until the ground stops shaking and it is safe.

When the shaking stops, the teacher should quickly grab their classroom emergency binder that includes your student’s emergency cards and first aid kit and evacuate the building. The teacher should take roll of all students.

SHELTER-IN-PLACE

This action is taken to place and/or keep students indoors in order to provide a greater level of protection from airborne contaminants in outside air. Shelter-in-Place is implemented when there is a need to isolate students and staff from the outdoor environment and includes the shutdown of classroom, including windows and doors. During Shelter-in-Place, no one should be exposed to the outside air. The difference between Shelter-in-Place and Lock Down is that the former allows for the free movement of students within the building.

Description of Action

The School Director will notify teachers and staff via FirstNet Cellular service when they have received information regarding an airborne hazard in the vicinity and poses an imminent threat. Students and staff shall remain inside the building away from outside air with windows and doors securely closed. All students and staff that are outside are to immediately move to the protection of an inside room. Staff should be calm, conveying reassuring comments that the situation is under control and give clear directions. Staff will keep students in the classroom until further instructions are given.

If outside, students will proceed to their classroom if it is safe to do so. If not, teachers will direct students into a nearby classroom or school building (e.g., the school office). Teachers should consider the location and proximity of the identified hazard and, if necessary, proceed to an alternative indoor location.

LOCK DOWN

This action is taken when the threat of violence or gunfire is identified or directed by law enforcement and it is necessary to prevent the perpetrator(s) from entering occupied areas. During Lock Down students are to remain in the classrooms or designated locations at all time.

Description of Action

The School Director will notify teachers and staff via FirstNet Cellular service of the emergency situation and the need to implement lock down procedures.

If inside, teachers are to lock classroom doors and keep all students inside the classroom until further notice. Teachers will instruct students to lie on the floor and close any shades or blinds if it appears safe to do so. The door should remain closed and locked until notified by an administrator or law enforcement.

If outside, students will proceed to their classroom if it is safe to do so. If not, teachers or staff will direct students into nearby classroom or school building (i.e. school office). Teachers and students will remain in the classroom or secured area until further instructions are given by an administrator or law enforcement.

EVACUATE BUILDING

This action is taken after the decision is made that it is unsafe to remain in the building.

Description of Action

The School Director will notify teachers and staff via FirstNet Cellular service of the need to institute an evacuation of all buildings. Teachers will instruct students to evacuate the building, using designated routes, and assemble in their assigned assembly area. Teachers will take the student roster when leaving the building and take attendance once the class is assembled in a safe location. Once assembled, teachers and students will stay in place until further instructions are given.

OFF-SITE EVACUATION

This action is taken after a decision is made that it is unsafe to remain on the Learning Center, and evacuation to an off-site assembly area is required.

Description of Action

The School Director will notify teachers and staff via FirstNet Cellular service of the need to institute an off-site evacuation.

The School Director will determine the safest method for evacuating from the Learning Center. This may include walking to a designated off-site location. Teachers will secure the student roster when leaving the building and take attendance once the class is assembled in a pre-designated safe location. Once assembled off-site, teachers and students will stay in place until further instructions are given. In the event clearance is received from appropriate agencies, the School Director may authorize students and staff to return to the Learning Center classrooms.

ALL CLEAR

This action is taken to notify teachers that normal school operations can resume.

Description of Action

The School Director will notify teachers and staff via firstnet Cellular service when it is safe to return to the classroom and resume normal operations. This action signifies the emergency is over. If appropriate, teachers should immediately begin discussions and activities to address students' fears, anxieties, and other concerns.

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures, and should consider modifications as necessary to assure the health and safety of all personnel during an emergency

Step Four: Communicate the Appropriate Response Action

Administrators shall debrief with staff just prior to release. Ensure all records and documentation are collected. Release staff according to a previously established release priority list.

Communicate appropriate response action by first determining what information will be shared with the school community. Prepare emails, letters, messages, press releases or other forms of communication to distribute to staff, students, families, and the media if appropriate.

Animal Disturbance

If a rabid or vicious animal is at or in the vicinity of the school, the Animal Control Center should be notified immediately. Teachers shall be notified to Shelter In Place. Students outside of the building will be quietly and cautiously sent into the nearest building and secured in a room behind closed doors.

Biological or Chemical Release

Warning of a chemical accident is usually received from fire and/or police departments or from emergency services officials when such accident occurs sufficiently near a school to be a threat to the safety of students and staff. An overturned tanker, a broken fuel line, and an accident in a commercial establishment that uses chemicals are all potential hazards. Whether the accident occurs at the school or off the school grounds, the school administrator shall determine if there is need to EVACUATE or to SHELTER-IN-PLACE. This decision will be made in coordination with offsite emergency respondents. If it is necessary to evacuate the area, move crosswind, never directly with or against the wind which may be carrying fumes. Get upwind as quickly as possible.

Bomb Threat/ Threat Of violence

Schools can receive bomb threats via telephone, mail, or someone may simply notice a suspicious package.

Telephone

In the event that the school receives a bomb threat by telephone:

- Listen, do not interrupt the caller.
- Keep the caller on the line with statements such as "I'm sorry, I didn't understand you. What did you say?"
- Alert someone else by prearranged signal to call 9-1-1 and notify the telephone company to trace the call while the caller is on the line. Tell the operator the name of the school, the name of the caller, and the phone number on which the bomb threat came in.
- Notice details: background noises, voice description
- Notify the school administrator immediately after completing the call.

In the event that the school receives a bomb threat by mail:

- Note the manner in which the threat was delivered, where it was found and who found it.
- Limit handling of item by immediately placing it in an envelope so that fingerprints may be detected. Written threats should be turned over to law enforcement.
- Notify principal or site administrator.

Suspicious package

In the event that a suspicious package is found on campus:

- Caution students against picking up or touching any strange objects or packages
- Notify school administrator

School Administrator Actions

- Call 9-1-1
- Instruct staff and students to turn off any pagers, cellular phones, or two-way radios. Use of these devices may trigger explosive devices.
- Determine whether to evacuate the threatened building and adjoining buildings. Modify evacuation routes as necessary to bypass the location of the bomb, if known. Keep in mind that evacuation may not be the best response
- Use the intercom, runners, or the PA system to evacuate threatened rooms.
- Direct a staff to look for suspicious packages, boxes or foreign objects. If suspicious item is found, note the location, description, and report to the principal/site administrator, but make no attempt to investigate or examine the object.
- If it is necessary to evacuate the entire school, use the fire alarm.
- Notify the superintendent of the situation.
- Direct a search team to look for suspicious packages, boxes or foreign objects in work areas, public areas, unlocked closets, exterior areas, and power sources. If suspicious item is found, note the location, description, and report to the school administrator, but make no attempt to investigate or examine the object.
- Do not return to the school building until it has been inspected and determined safe by emergency response officials.
- Avoid publicizing the threat any more than necessary.

Disorderly Conduct

Disorderly Conduct

- By a person who is not staff or students: call 911.
- By a Student:
 - Call the School Director
 - Clear the area of other students and staff.
 - Escort student(s) to the office.
 - Possible lockdown (See Lockdown Procedures)

Earthquake

In the Learning Center:

1. All drop down to the floor and duck and cover.
2. Turn away from windows.
3. Take cover under a desk or table or against an interior wall.
4. Cover head with arms or hold to the cover and be prepared to move with it.
5. Hold the position until the ground stops shaking.
6. When the shaking stops, quickly grab your classroom emergency binder that includes your student's emergency cards and first aid kit and evacuate the building.
7. Take roll of your students.

Outdoors:

1. Move away from buildings, poles and overhead wires.
2. Lie down or crouch low to the ground.
3. Look out for dangers that demand movement.
4. Be prepared to duck and cover again due to aftershocks.
5. Take roll of your students.

Explosion or Risk Of Explosion

Drop, Cover and Hold On

Drop, Cover and Hold On is a self-protective action called for whenever there is immediate danger from flying objects and/or falling debris. Usually initiated in earthquakes, it is an appropriate response for a number of different threats, such as severe weather or shooter on campus.

When to Drop, Cover and Hold On:

- Explosion

Drop, Cover and Hold On Procedures

- At the first sign of shaking or imminent threat, all students and staff should immediately, drop to the floor, cover the back of their necks, and hold on to the closest piece of furniture (desk or chair) or other stable object with their free hand.
- If you are in a location without furniture (such as a hallway or bathroom), immediately kneel next to a bare, inside wall and place your arms and hands over the back of your neck and head.
- If you are outdoors, move away from trees, billboards, signs, buildings, electrical wiring and power poles. Drop to the ground and cover the back of your neck and head with your arms and hands.
- Stay in this position until the threat passes and an "All Clear" announcement has been made.
- The main office should then make the announcement to either:
- Resume regular activities

OR

- Direct a response action such as evacuation, cancellation, or closure of school
- Check for injuries and take roll to be sure all students, guests and visitors are accounted. Notify the office of any injuries or missing persons.

Fire in Surrounding Area

1. Stay outside and go to the designated area.
2. Take roll of your students.
3. Dial 911 and remain on the phone until told to hang up.

Fire on School Grounds

1. Quickly grab your classroom emergency binder that includes your student's emergency cards and first aid kit.
2. If smoke is present, stay close to the floor.
3. Cover your mouth and nose with a wet cloth.
4. Do not open hot doors. Before opening a door, touch it near the top to see if it is warm.
5. Evacuate the building in an orderly manner to the designated area.
6. In the designated area take roll of your students.
7. Dial 911 and remain on the phone until told to hang up.

Flooding

Flood/ Severe Weather

Warnings of severe weather are usually received via public radio or the State Warning Center. If time and conditions permit, students may be sent home.

Loss or Failure Of Utilities

The School Director will make the decision on whether or not to close/cancel school. If the school remains open, the school office team will provide food, water and will ensure restroom facilities are available and fully functioning.

Motor Vehicle Crash

Call 911 if there are suspected injuries and keep students away from the area.

Pandemic

Psychological Trauma

Crisis management requires actions during and subsequent to any emergency that may have a psychological impact on students and staff, such as an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies like those described above usually produce one or more of the following conditions:

- Temporary disruption of regular school functions and routines.
- Significant interference with the ability of students and staff to focus on learning. Physical and/or psychological injury to students and staff.
- Concentrated attention from the community and news media.

As a result of such emergencies, students and staff may exhibit a variety of psychological reactions. As soon as the physical safety of those involved has been insured, attention must turn to meeting the emotional and psychological needs of students and staff.

1. The School Administration team will determine the services necessary to provide assistance after all types of crises.
2. The School Administration team will assess the range of crisis intervention services needed during and following an emergency.
3. The School Administration team will provide direct intervention services.
4. The School Administrator will work with community mental health agencies and the county office of education to restore regular school functions as efficiently and as quickly as possible.
5. In performing their duties, the the School Administration team members will limit exposure to scenes of trauma, injury and death.
6. The School Administration team will provide ongoing assessment of needs and follow-ups services as required.

Suspected Contamination of Food or Water

This procedure should be followed if site personnel report suspected contamination of food or water. This procedure applies where there is evidence of tampering with food packaging, observation of suspicious individuals in proximity to food or water supplies, or if notified of possible food/water contamination by the Monterey County Office of Education or local agencies. Indicators of contamination may include unusual odor, color, taste, or multiple employees with unexplained nausea, vomiting, or other illnesses.

Procedure

1. The School Administrator will isolate the suspected contaminated food/water to prevent consumption, and will restrict access to the area.
2. The School Administrator will notify "911" (dial 9, 911), Monterey County Department of Environmental Health at 831-755-4500
3. The School Administrator will make a list of all potentially affected students and staff, and will provide the list to responding authorities.
4. The School Administrator will assess the need for medical attention and provide first aid as appropriate.
5. The School Administrator will maintain a log of affected students and staff and their symptoms, the food/water suspected to be contaminated, the quantity and character of products consumed, and other pertinent information.
6. The School Administrator will confer with tMonterey County Department of Health before the resumption of normal operations.
7. The School Administrator will notify parents of the incident, as appropriate.

Tactical Responses to Criminal Incidents

This procedure should be followed if school personnel receive a threat that may target an individual, a particular group or the entire school community. Such threats may be received by written note, e-mail communication or phone call.

Procedure

1. The School Administrator will identify the type of threat and attempt to determine the individual(s) making the threat.
2. The School Administrator will contact the City of Monterey Police Department.
3. As soon as the physical safety of those involved has been insured, attention will turn to meeting the emotional and psychological needs of students and staff. Crisis intervention may be necessary and appropriate.

Unlawful Demonstration or Walkout

An Unlawful Demonstration/Walkout is any unauthorized assemblage on or off campus by staff or students for the purpose of protest or demonstration.

Procedure

1. Upon indication that an unlawful demonstration or walkout is about to begin, personnel should immediately notify the School Administrator.
2. The School Administrator will initiate the appropriate response action, which may include SHELTER-IN-PLACE.
3. The School Administrator will notify the Local Police and/or Monterey County Sheriff's Dept. at (831) 647-7702
4. The School Administration team will immediately proceed to the Learning Center to control student ingress and egress. Each person entering or leaving the campus shall be required to sign his/her name, and record address, telephone number and time entered or departed.
5. If students leave the campus, the School Administration team, will designate appropriate staff members to accompany them. These staff members will attempt to guide and control the actions of students while offsite.
6. Students not participating in the demonstration or walkout should be kept within their classrooms until further notice by the School Administrator. Teachers will close and lock classroom doors. Students and staff should be protected from flying glass in the event windows are broken, by closing drapes and venetian blinds in rooms so equipped.
7. The School Administrator should proceed in good judgment on basis of police or other legal advice, in taking action to control and resolve the situation.
8. The School Administrator will notify parents of the incident, as appropriate.

Big Sur Charter School's Harassment, Discrimination, Intimidation and Bullying Prevention Policy

Complaint with the Safe Place to Learn Act

It is the policy of Big Sur Charter School ("the School") to create and maintain a learning environment where students and employees are treated with dignity, decency and respect. It is also the policy of [insert school name] to maintain an environment that encourages and fosters appropriate conduct among all persons and respect for individual values. Accordingly, the School is committed to enforcing this Harassment, Discrimination, Intimidation and Bullying Prevention Policy at all levels in order to create an environment free from all forms of discrimination, harassment, intimidation and bullying. Discrimination, harassment, intimidation or bullying based on the following characteristics, whether actual or perceived: race, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), immigration status, citizenship status, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy or childbirth), gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or association with a person or group with one or more of the aforementioned characteristics or any other legally protected category is unlawful and undermines the character and purpose of the School. Such discrimination, harassment, intimidation or bullying violates School policy and will not be tolerated. This policy applies to anyone on campus at the School or those attending School sponsored activities.

Any form of retaliation against anyone who has complained or formally reported discrimination, harassment, intimidation or bullying or against anyone who has participated in an investigation of such a complaint, regardless of whether the complaint relates to the complaining person or someone else, will not be tolerated and violates this policy and the law.

If the School possesses information that could indicate immigration status, citizenship status or national origin information, the School shall not use the acquired information to discriminate against any students or families or bar children from enrolling in or attending school. If parents or guardians choose not to provide information that could indicate their or their children's immigration status, citizenship status or national origin information, the School shall not use such actions as a basis to discriminate against any students or families or bar children from enrolling or attending school.

Each year, the School shall educate students about the negative impact of bullying other students based on their actual or perceived immigration status or their religious beliefs or customs. The School shall also train teachers, staff and personnel to ensure that they are aware of their legal duty to take reasonable steps to eliminate a hostile environment and respond to any incidents of harassment based on the actual or perceived characteristics noted above. Such training shall provide School personnel with the skills to do the following:

Big Sur Charter School's Harassment, Discrimination, Intimidation and Bullying Prevention Policy

Complaint with the Safe Place to Learn Act

- Discuss the varying immigration experiences among members of the student body and school community;
- Discuss bullying-prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims;
- Identify the signs of bullying or harassing behavior;
- Take immediate corrective action when bullying is observed; and
- Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior.

Definitions

Discrimination: Discrimination is adverse treatment of any person based on the protected class or category of persons to whom he/she belongs and such treatment limits students from participating or benefiting from school activities or services.

Harassment: Harassment is unwelcome verbal or physical conduct prohibited by law directed toward, or differential treatment of, a student because of his/her membership (or perceived membership) in any protected group or on any other prohibited basis. The harasser can be a student, a School official or employee, or someone who is not an employee of the School, such as a vendor or parent.

Examples of such conduct include, but are not limited to:

- Offensive or degrading remarks, verbal abuse, or other hostile behavior such as insulting, teasing, mocking, name calling, degrading or ridiculing another person or group
- Racial slurs, derogatory remarks about a person's accent, or display of racially offensive symbols
- Unwelcome or inappropriate physical contact, comments, questions, advances, jokes epithets or demands
- Physical assault or stalking
- Displays or electronic transmission of derogatory, demeaning or hostile materials
- Graphic and written statements, which may include use of cell phones or the Internet

Harassment does not have to include intent to harm, be directed at a specific target or involve repeated incidents. Harassment creates a hostile environment when the conduct is sufficiently severe, pervasive or persistent so as to interfere with or limit a student's ability to participate in or benefit from the services, activities or opportunities offered by the School.

Sexual Harassment: Sexual harassment is a form of harassment based on sex, including sexual harassment, gender harassment and harassment based on pregnancy, childbirth or related medical conditions. It generally involves unwanted sexual advances, or visual, verbal or physical

Big Sur Charter School's Harassment, Discrimination, Intimidation and Bullying Prevention Policy

Complaint with the Safe Place to Learn Act

conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of violations:

- Unwanted sexual advances
- Offering educational benefits in exchange for sexual favors
- Making or threatening reprisals after a negative response to sexual advances
- Visual conduct: leering, making sexual gestures, displaying of suggestive objects or pictures, cartoons or posters
- Verbal conduct: making or using derogatory comments, epithets, slurs and jokes
- Verbal sexual advances or propositions
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations
- Physical conduct: touching, assault, impeding or blocking movements

Intimidation: Intimidation includes adverse actions intended to fill another with fear, to overawe or cow, as through force of personality or by superior display of wealth, talent, etc., or to force another into or deter from some action by inducing fear.

Bullying: Bullying may take place in a variety of hostile acts that are carried out repeatedly over time. The acts involve a real or perceived imbalance of power, with the more powerful child or group attacking those who are less powerful. It may be physical (hitting, kicking, spitting, pushing), verbal (taunting, malicious teasing, name calling, threatening), or psychological (spreading rumors, manipulating social relationships, or promoting social exclusion, extortion or intimidation). Bullying is any severe or pervasive action or conduct directed toward one or more students that have the effect of one or more of the following: 1) places a reasonable student in fear of harm to that student's person or property; 2) causes a reasonable student to experience a substantially detrimental effect on his or her physical or mental health; 3) causes a reasonable student to experience substantial interference with his or her academic performance; 4) causes a reasonable student to experience interference with his or her ability to participate in or benefit from the services, activities or privileges provided by the School.

Other types of bullying:

- Sexual bullying includes many of the actions typical of bullying behavior with the added actions of exhibitionism, voyeurism, sexual propositioning, sexual harassment and sexual abuse (touching, physical contact, sexual assault).
- Bias or hate-motivated bullying is a basic bias against or hate for a person or group. Examples include taunting one's race, religion, national origin, sexual orientation, or physical or mental disabilities. The bullying behavior may also be aggressive,

Big Sur Charter School's Harassment, Discrimination, Intimidation and Bullying Prevention Policy

Complaint with the Safe Place to Learn Act

antagonistic, and assaultive.

- Hazing is a form of aggressive behavior that usually involves intimidation and humiliation during an initiation for a student organization or body, club, group or sports team. It may involve conduct that is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current or prospective pupil. Hazing does not include athletic events or school-sanctioned events.
- Cyberbullying involves bullying conduct that is created or transmitted by means of an electronic device, including, but not limited to, a telephone, wireless telephone or other wireless communication device, computer or pager communicating any of the following: 1) a message, text, sound or image; 2) a post on a social network Internet Web site, including a "Burn Page," an impersonation of another student, and a false profile.
- Cyber sexual bullying involves dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more effects described in (1) – (4) above. A photograph or other visual recording shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording or other electronic act.
- Social media bullying involves bullying through forums for social media, such as internet websites with free registration and ease of registration, internet websites offering peer-to-peer instant messaging (such as Snapchat, Tox, FireChat, Orbit, Bleep), internet websites offering comment forums (such as FaceBook, Twitter, Reddit) and internet websites offering image or video posting platforms (such as YouTube, Instagram, Twitch, Imgur).

Retaliation: Retaliation is any adverse action taken against a student because he or she filed a charge of harassment, discrimination, intimidation or bullying complaint to the School or another agency or participated in an investigation about the same (such as an internal investigation or lawsuit), including as a witness. Retaliation also includes adverse action taken against someone who is associated with the individual opposing the perceived harassment, discrimination, intimidation or bullying.

Reporting Discrimination, Harassment, Intimidation, Bullying or Retaliation

Any student who believes that he or she has been the victim of discrimination, harassment, intimidation, bullying or retaliation prohibited by this policy, or any student who has witnessed such discrimination, harassment, intimidation, bullying or retaliation, should immediately report the circumstances in accordance with the procedure set forth below. The School will investigate any conduct that violates this policy, even in the absence of a complaint, and take remedial

Big Sur Charter School's Harassment, Discrimination, Intimidation and Bullying Prevention Policy

Complaint with the Safe Place to Learn Act

action where appropriate.

A student may make a complaint, written or oral, to any of the individuals listed below:

- Their teacher, school counselor or other school personnel
- The principal of the School

Complaints may be submitted to the Principal by any of the following methods:

- By phone at 831-324-4573
- By email at director@bigsurcharterschool.org
- By mail at 304 Foam Street, Monterey, CA 93940

Any teacher, school counselor or other school employee that receives any complaints of misconduct, or personally observes, learns about from others, or reasonably suspects has occurred, shall report the same to the Principal, so that the School may attempt to resolve the claim internally. Any School personnel that witness an act of discrimination, harassment, intimidation, bullying or retaliation shall take immediate steps to intervene when it is safe to do so.

Investigation and Disposition of Complaints

The School will conduct a prompt, thorough and impartial investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. The investigation, conducted by a qualified investigator(s) (who may be a School employee), will include an interview with the alleged student-victim and his/her parent(s)/guardian(s). It may also include interviews with the person who made the initial report, the complainant (if not the alleged victim), the alleged wrongdoer and/or any other person who may have information regarding the incident, each of whom are encouraged to cooperate with any investigation. The investigator may also review any relevant documents.

The School will endeavor to complete its investigation within thirty (30) days of a report of discrimination, harassment, intimidation, bullying or retaliation.

Confidentiality of the complaint and investigation will be kept by the School to the extent possible, but note that the investigation will not be completely confidential. The School shall ensure confidentiality with respect to a student's or family's immigration status.

The investigator (if a third party) will report his/her findings to the Principal and/or Board of Directors. Where the investigator concludes that a violation of this policy has occurred, the Principal and/or Board of Directors will take prompt and appropriate redial action, including disciplinary action. Depending upon the circumstances, disciplinary action may include, but is

Big Sur Charter School's Harassment, Discrimination, Intimidation and Bullying Prevention Policy

Complaint with the Safe Place to Learn Act

not limited to suspension and/or recommendation for expulsion. Discipline for a violation of this policy is not progressive, so a first violation of this policy may warrant suspension or a recommendation for expulsion.

Every complaint will trigger the creation of an investigatory file. The investigatory file will consist of the initial complaint, the final investigative report, including a record of the remedial action to be taken, if any, and all documents created, used or reviewed during the investigation.

At the conclusion of the investigation, the Principal shall notify the complainant of the manner in which it has resolved the matter. If, within 30 days after notification of resolution, the complainant does not agree with the resolution, the complainant may appeal the matter to the Board of Directors of the School by filing a notice of appeal stating the reasons for the appeal and specific disagreement with the School's resolution of the complaint. The Board of Directors will provide the student with a final decision of the School's resolution 5 days after the Board of Directors' next regularly scheduled board meeting. If the student does not agree with the final determination of the Board of Directors, the student may appeal to the California Department of Education using the appeal process adopted in the School's Uniform Complaint Procedures.

Parental Notification

Each year, the School shall notify parents and guardians of their children's right to a free public education, regardless of immigration status or religious beliefs. This information shall include information related to the "Know Your Rights" immigration enforcement established by the California Attorney General. The School shall also inform students who are the victims of hate crimes of their right to report such crimes.

Sexual Harassment Poster

The School shall create a poster that notifies pupils of the applicable written policy on sexual harassment. The poster shall display, at a minimum, all of the following: 1) The rules and procedures for reporting a charge of sexual harassment; 2) The name, phone number and email address of an appropriate school official to contact to report a charge of sexual harassment; 3) The rights of the reporting pupil, the complainant, and the respondent and the responsibilities of the School in accordance with the School's written policy on sexual harassment.

This poster will be prominently and conspicuously displayed in each bathroom and locker room at the schoolsite. It may be prominently and conspicuously displayed in public areas at the schoolsite that are accessible to, and commonly frequented by students, including, but not limited to classrooms, classroom hallways, gymnasiums, auditoriums and cafeterias. The governing board of the School shall have full discretion to select the appropriate public areas to display the poster at the schoolsite.

**Big Sur Charter School's Harassment, Discrimination, Intimidation and
Bullying Prevention Policy
Complaint with the Safe Place to Learn Act**

Posting

This policy shall be posted on the School's internet website in a manner that is easily accessible to parents/guardians/students.

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

Print Name

Received by: _____ Date: _____

**Big Sur Charter School's Harassment, Discrimination, Intimidation and
Bullying Prevention Policy
Complaint with the Safe Place to Learn Act**

Big Sur Charter School

2021-2022 School Accountability Report Card (Published During the 2022-2023 School Year)



General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>

For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>

For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard



The California School Dashboard (Dashboard)

<https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

2022-23 School Contact Information

School Name	Big Sur Charter School
Street	135 Webster St.
City, State, Zip	Monterey, CA 93940
Phone Number	(831) 667-0203
Principal	Shawna Garritson
Email Address	bscs@bigsurcharterschool.org
School Website	www.bigsurcharterschool.org
County-District-School (CDS) Code	27751500118349

2022-23 District Contact Information

District Name	Big Sur Charter School
Phone Number	8316670203
Superintendent	Shawna Garritson
Email Address	bigsurcharter@gmail.com
District Website Address	www.bigsurcharter.org

2022-23 School Overview

Charter schools, often led by parents and creative educators, are making innovative changes to public education. The Big Sur Charter School is proud to be a part of this effort to reinvent learning for the 21st Century. As a "non-classroom" based school, we believe children can learn at home, in their communities, and in nature. In operation since 2008, Big Sur Charter School offers a unique, holistic approach to learning. Engaging families and local community organizations as partners in learning, we promote creativity, understanding, and action in the arts and environment.

Mission

The Big Sur Charter School is devoted to guiding students to become intellectually curious, emotionally intelligent, environmental stewards.

Vision

Big Sur Charter School is a learning community where every member is actively engaged in pursuing personal excellence and mastery of educational goals. Home educators and teachers cooperatively work toward creating a diverse learning environment

2022-23 School Overview

fostering mutual respect, social responsibility and resilience where students are empowered to become lifelong learners.

About this School

2021-22 Student Enrollment by Grade Level

Grade Level	Number of Students
Kindergarten	12
Grade 1	10
Grade 2	13
Grade 3	9
Grade 4	14
Grade 5	6
Grade 6	5
Grade 7	15
Grade 8	14
Total Enrollment	98

2021-22 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	52.0
Male	46.9
American Indian or Alaska Native	0.0
Asian	1.0
Black or African American	1.0
Filipino	2.0
Hispanic or Latino	36.7
Native Hawaiian or Pacific Islander	0.0
Two or More Races	14.3
White	40.8
English Learners	0.0
Foster Youth	0.0
Homeless	0.0
Migrant	0.0
Socioeconomically Disadvantaged	26.5
Students with Disabilities	6.1

A. Conditions of Learning **State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	3.90	100.00	6.50	90.82	228366.10	83.12
Intern Credential Holders Properly Assigned	0.00	0.00	0.00	0.00	4205.90	1.53
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.00	0.00	0.00	0.00	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.00	0.00	0.60	9.18	12115.80	4.41
Unknown	0.00	0.00	0.00	0.00	18854.30	6.86
Total Teaching Positions	3.90	100.00	7.10	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)						
Intern Credential Holders Properly Assigned						
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)						
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)						
Unknown						
Total Teaching Positions						

2021-22 data was not included as part of the initial release of data on 1/13/23. The CDE has indicated that the data will be available after the 2/1/23 SARC deadline. The data will be populated when it is published by the CDE.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.00	
Misassignments	0.00	
Vacant Positions	0.00	
Total Teachers Without Credentials and Misassignments	0.00	

2021-22 data was not included as part of the initial release of data on 1/13/23. The CDE has indicated that the data will be available after the 2/1/23 SARC deadline. The data will be populated when it is published by the CDE.

Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	0.00	
Local Assignment Options	0.00	
Total Out-of-Field Teachers	0.00	

2021-22 data was not included as part of the initial release of data on 1/13/23. The CDE has indicated that the data will be available after the 2/1/23 SARC deadline. The data will be populated when it is published by the CDE.

2021-22 Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0.00	
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0.00	

2021-22 data was not included as part of the initial release of data on 1/13/23. The CDE has indicated that the data will be available after the 2/1/23 SARC deadline. The data will be populated when it is published by the CDE.

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

2022-23 Quality, Currency, Availability of Textbooks and Other Instructional Materials

All students are provided with standards-based curriculum, including textbooks and other resources in good condition.

Year and month in which the data were collected January 2023

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent	Percent Students Lacking Own
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	Adoption ?	Assigned Copy
Reading/Language Arts		0
Mathematics		0
Science		0
History-Social Science		0
Foreign Language		0
Health		0
Visual and Performing Arts		0
Science Laboratory Equipment (grades 9-12)		0

School Facility Conditions and Planned Improvements

Big Sur Charter School takes great efforts to ensure that learning centers are clean, safe, and functional. A facility inspection is completed annually by our insurance company.

Year and month of the most recent FIT report

08/10/2022

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			
Interior: Interior Surfaces	X			
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/ Fountains	X			
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			

Overall Facility Rate

Exemplary	Good	Fair	Poor
	X		

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).
4. **College and Career Ready**
The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

SARC Reporting in the 2020-2021 School Year Only

Where the most viable option, LEAs were required to administer the statewide summative assessment in ELA and mathematics. Where a statewide summative assessment was not the most viable option for the LEA (or for one or more grade-level[s] within the LEA) due to the pandemic, LEAs were allowed to report results from a different assessment that met the criteria established by the State Board of Education (SBE) on March 16, 2021. The assessments were required to be:

- Aligned with CA CCSS for ELA and mathematics;
- Available to students in grades 3 through 8, and grade 11; and
- Uniformly administered across a grade, grade span, school, or district to all eligible students.

Options

Note that the CAAs could only be administered in-person following health and safety requirements. If it was not viable for the LEA to administer the CAAs in person with health and safety guidelines in place, the LEA was directed to not administer the tests. There were no other assessment options available for the CAAs. Schools administered the Smarter Balanced Summative Assessments for ELA and mathematics, other assessments that meet the SBE criteria, or a combination of both, and they could only choose one of the following:

- Smarter Balanced ELA and mathematics summative assessments;
- Other assessments meeting the SBE criteria; or
- Combination of Smarter Balanced ELA and mathematics summative assessments and other assessments.

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

The 2020-21 data cells have N/A values because these data are not comparable to other year data due to the COVID-19 pandemic during the 2020-21 school year. Where the CAASPP assessments in ELA and/or mathematics is not the most viable option, the LEAs were allowed to administer local assessments. Therefore, the 2020-21 data between school years for the school, district, state are not an accurate comparison. As such, it is inappropriate to compare results of the 2020-21 school year to other school years.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2020-21	School 2021-22	District 2020-21	District 2021-22	State 2020-21	State 2021-22
English Language Arts/Literacy (grades 3-8 and 11)	N/A	55	N/A	53	N/A	47
Mathematics (grades 3-8 and 11)	N/A	38	N/A	36	N/A	33

2021-22 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	57	55	96.49	3.51	54.55
Female	24	24	100.00	0.00	58.33
Male	32	30	93.75	6.25	53.33
American Indian or Alaska Native	0	0	0.00	0.00	0.00
Asian	0	0	0.00	0.00	0.00
Black or African American	--	--	--	--	--
Filipino	0	0	0.00	0.00	0.00
Hispanic or Latino	19	18	94.74	5.26	44.44
Native Hawaiian or Pacific Islander	0	0	0.00	0.00	0.00
Two or More Races	14	14	100.00	0.00	71.43
White	23	22	95.65	4.35	54.55
English Learners	0	0	0.00	0.00	0.00
Foster Youth	0	0	0.00	0.00	0.00
Homeless	0	0	0.00	0.00	0.00
Military	13	13	100.00	0.00	61.54
Socioeconomically Disadvantaged	14	12	85.71	14.29	41.67
Students Receiving Migrant Education Services	0	0	0.00	0.00	0.00
Students with Disabilities	--	--	--	--	--

2021-22 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	57	55	96.49	3.51	38.18
Female	24	24	100.00	0.00	45.83
Male	32	30	93.75	6.25	33.33
American Indian or Alaska Native	0	0	0.00	0.00	0.00
Asian	0	0	0.00	0.00	0.00
Black or African American	--	--	--	--	--
Filipino	0	0	0.00	0.00	0.00
Hispanic or Latino	19	18	94.74	5.26	38.89
Native Hawaiian or Pacific Islander	0	0	0.00	0.00	0.00
Two or More Races	14	14	100.00	0.00	21.43
White	23	22	95.65	4.35	50.00
English Learners	0	0	0.00	0.00	0.00
Foster Youth	0	0	0.00	0.00	0.00
Homeless	0	0	0.00	0.00	0.00
Military	13	13	100.00	0.00	53.85
Socioeconomically Disadvantaged	14	12	85.71	14.29	25.00
Students Receiving Migrant Education Services	0	0	0.00	0.00	0.00
Students with Disabilities	--	--	--	--	--

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

For any 2020–21 data cells with N/T values indicate that this school did not test students using the CAASPP for Science.

Subject	School 2020-21	School 2021-22	District 2020-21	District 2021-22	State 2020-21	State 2021-22
Science (grades 5, 8 and high school)	NT	38.89	--	--	28.5	29.47

2021-22 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	18	18	100	0	38.89
Female	--	--	--	--	--
Male	--	--	--	--	--
American Indian or Alaska Native	0	0	0	0	0
Asian	0	0	0	0	0
Black or African American	0	0	0	0	0
Filipino	0	0	0	0	0
Hispanic or Latino	--	--	--	--	--
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	--	--	--	--	--
White	--	--	--	--	--
English Learners	0	0	0	0	0
Foster Youth	0	0	0	0	0
Homeless	0	0	0	0	0
Military	--	--	--	--	--
Socioeconomically Disadvantaged	--	--	--	--	--
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	--	--	--	--	--

2021-22 Career Technical Education Programs

2021-22 Career Technical Education (CTE) Participation

Measure	CTE Program Participation
Number of Pupils Participating in CTE	
Percent of Pupils that Complete a CTE Program and Earn a High School Diploma	
Percent of CTE Courses that are Sequenced or Articulated Between the School and Institutions of Postsecondary Education	

Course Enrollment/Completion

This table displays the course enrollment/completion of University of California (UC) and/or California State University (CSU) admission requirements.

UC/CSU Course Measure	Percent
2021-22 Pupils Enrolled in Courses Required for UC/CSU Admission	
2020-21 Graduates Who Completed All Courses Required for UC/CSU Admission	

B. Pupil Outcomes

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

2021-22 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. Due to changes to the 2021-22 PFT administration, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 5	--	--	--	--	--
Grade 7	15	15	15	15	15
Grade 9	N/A	N/A	N/A	N/A	N/A

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2022-23 Opportunities for Parental Involvement

Parents are given the opportunity to meet monthly with their child's teacher to discuss learning and instruction. Participation at school board meetings is strongly encouraged in order to provide feedback of school programs and Community Learning Partners, make suggestions for improvement and plan fundraising events and coordinate volunteer opportunities. Parents are invited to quarterly evening workshops for the purpose of providing information on home learning and other topics related to education. Parent participation is also requested in the development of school's Local Control and Accountability Plan (LCAP) goals.

2021-22 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	115	111	2	1.8
Female	60	56	1	1.8
Male	54	54	1	1.9
American Indian or Alaska Native	0	0	0	0.0
Asian	1	1	0	0.0
Black or African American	1	1	0	0.0
Filipino	2	2	0	0.0
Hispanic or Latino	40	39	1	2.6
Native Hawaiian or Pacific Islander	1	1	0	0.0
Two or More Races	17	17	1	5.9
White	51	48	0	0.0
English Learners	0	0	0	0.0
Foster Youth	0	0	0	0.0
Homeless	0	0	0	0.0
Socioeconomically Disadvantaged	36	35	1	2.9
Students Receiving Migrant Education Services	0	0	0	0.0
Students with Disabilities	11	11	0	0.0

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data collected between July through February, partial school year due to the COVID-19 pandemic. The 2019-20 suspensions and expulsions rate data are not comparable to other year data because the 2019-20 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019-20 school year compared to other school years.

Subject	School 2019-20	District 2019-20	State 2019-20
Suspensions	0.00	0.00	2.45
Expulsions	0.00	0.00	0.05

This table displays suspensions and expulsions data collected between July through June, each full school year respectively. Data collected during the 2020-21 school year may not be comparable to earlier years of this collection due to differences in learning mode instruction in response to the COVID-19 pandemic.

Subject	School 2020-21	School 2021-22	District 2020-21	District 2021-22	State 2020-21	State 2021-22
Suspensions	0.00	0.00	0.00	0.00	0.20	3.17
Expulsions	0.00	0.00	0.00	0.00	0.00	0.07

2021-22 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	0.00	0.00
Female	0.00	0.00
Male	0.00	0.00
American Indian or Alaska Native	0.00	0.00
Asian	0.00	0.00
Black or African American	0.00	0.00
Filipino	0.00	0.00
Hispanic or Latino	0.00	0.00
Native Hawaiian or Pacific Islander	0.00	0.00
Two or More Races	0.00	0.00
White	0.00	0.00
English Learners	0.00	0.00
Foster Youth	0.00	0.00
Homeless	0.00	0.00
Socioeconomically Disadvantaged	0.00	0.00
Students Receiving Migrant Education Services	0.00	0.00
Students with Disabilities	0.00	0.00

2022-23 School Safety Plan

Copies of the Big Sur Charter School School Safety Plan are available by emailing the school at bscs@bigsurcharterschool.org. The safety of our students is a top priority and the plan is reviewed and updated annually.

D. Other SARC Information Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

2019-20 Elementary Average Class Size and Class Size Distribution

This table displays the 2019-20 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
5	2	1		
Other	19	2	1	

2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
3	11	1		
5	4	1		
6	12	1		
Other	24		5	

2021-22 Elementary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	6	2		
1	10	1		
2	13	1		
3	9	1		
4	14	1		
5	6	2		
6	5	2		

2021-22 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	0

2021-22 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	
Resource Specialist (non-teaching)	
Other	

2020-21 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2020-21 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	10,390.39	2,166.24	8,224.15	65,427.04
District	N/A	N/A		\$47,185
Percent Difference - School Site and District	N/A	N/A		
State	N/A	N/A	\$6,594	\$73,001
Percent Difference - School Site and State	N/A	N/A		

2021-22 Types of Services Funded

Big Sur Charter School provided the following services/programs during the 2021-22 school year:

- Art Instruction
- Coastal Stewardship & Civic Engagement Programs
- Professional Development
- Response to Intervention Services
- Technology/Media Literacy
- Tutoring Services

2020-21 Teacher and Administrative Salaries

This table displays the 2020-21 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$38,783	\$46,419
Mid-Range Teacher Salary	\$46,370	\$69,902
Highest Teacher Salary	\$61,668	\$97,912
Average Principal Salary (Elementary)		\$111,731
Average Principal Salary (Middle)		\$122,012
Average Principal Salary (High)		\$122,212
Superintendent Salary	\$40,400	\$150,971
Percent of Budget for Teacher Salaries	25%	29%
Percent of Budget for Administrative Salaries	6%	6%

Professional Development

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2020-21	2021-22	2022-23

Professional Development

Number of school days dedicated to Staff Development and Continuous Improvement	4	4	4
--	---	---	---



Employee Handbook 2023-24

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Updated February 8, 2023

Table of Contents

INTRODUCTION TO HANDBOOK	1
CONDITIONS OF EMPLOYMENT	2
EMPLOYMENT AT-WILL	3
CHILD ABUSE AND NEGLECT REPORTING	3
CRIMINAL BACKGROUND CHECKS.....	4
TUBERCULOSIS TESTING	4
IMMIGRATION COMPLIANCE	4
PROFESSIONAL BOUNDARIES: STAFF/STUDENT INTERACTION POLICY	5
POLICY PROHIBITING UNLAWFUL HARASSMENT, DISCRIMINATION, AND RETALIATION	8
WHISTLEBLOWER POLICY.....	10
DRUG-FREE WORKPLACE	11
CONFIDENTIAL INFORMATION.....	11
CONFLICT OF INTEREST	11
SMOKING	12
THE WORKPLACE	12
WORK SCHEDULE	12
MEAL AND REST PERIODS.....	12
LACTATION ACCOMMODATION.....	12
ATTENDANCE AND TARDINESS	13
TIME CARDS/RECORDS.....	13
USE OF EMAIL, VOICEMAIL AND INTERNET ACCESS	13
PERSONAL BUSINESS	14
SOCIAL MEDIA	14
PERSONAL APPEARANCE/STANDARDS OF DRESS FOR FACULTY MEMBERS	15
HEALTH AND SAFETY POLICY	15
SECURITY PROTOCOLS	15
OCCUPATIONAL SAFETY	15
ACCIDENT/INCIDENT REPORTING	16
REPORTING FIRES AND EMERGENCIES.....	16
PAYROLL WITHHOLDINGS	16
OVERTIME PAY	17
PAYDAYS	17
WAGE ATTACHMENTS AND GARNISHMENTS	17
MEDICAL BENEFITS	18
COBRA BENEFITS	18
PERSONNEL EVALUATION AND RECORD KEEPING	19
EMPLOYEE REVIEWS AND EVALUATIONS.....	19
PERSONNEL FILES AND RECORD KEEPING PROTOCOLS.....	20
HOLIDAYS, VACATIONS AND LEAVES.....	20
HOLIDAYS.....	20
SICK LEAVE	21
PERSONAL DAYS AND VACATION TIME.....	22
UNPAID LEAVE OF ABSENCE.....	22
FAMILY CARE AND MEDICAL LEAVE	22
PREGNANCY DISABILITY LEAVE	27
INDUSTRIAL INJURY LEAVE (WORKERS' COMPENSATION)	30
MILITARY AND MILITARY SPOUSAL LEAVE OF ABSENCE.....	31
BEREAVEMENT LEAVE.....	32
JURY DUTY OR WITNESS LEAVE.....	32
VOTING TIME OFF	32
SCHOOL APPEARANCE AND ACTIVITIES LEAVE	32

BONE MARROW AND ORGAN DONOR LEAVE.....	33
VICTIMS OF ABUSE LEAVE	33
RETURNING FROM LEAVE OF ABSENCE.....	34
DISCIPLINE AND TERMINATION OF EMPLOYMENT	34
RULES OF CONDUCT	34
OFF-DUTY CONDUCT	36
TERMINATION OF EMPLOYMENT	36
INTERNAL COMPLAINTS	37
POLICY FOR COMPLAINTS AGAINST EMPLOYEES	37
GENERAL REQUIREMENTS	38
AMENDMENT TO EMPLOYEE HANDBOOK.....	38

INTRODUCTION TO HANDBOOK

This Handbook is designed to help employees get acquainted with Big Sur Charter School (hereinafter referred to as “BSCS” or the “School”). It explains some of our philosophies and beliefs, and describes in general terms, 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. BSCS 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 BSCS Board of Directors has the authority to enter into any employment or other agreement that modifies School policy. Any such modification *must* be in writing.

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

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

CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Is Our Policy

BSCS 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);
- Reproductive decision making (including decision to access a particular drug, device, product, or medical benefit for retrodictive health);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

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

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

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such

an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. BSCS then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her job. BSCS will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

Employment At-Will

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

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

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

Child Abuse and Neglect Reporting

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

BSCS 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, the Employee acknowledges he or she is a child care custodian and is certifying that he or she has 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 charged or convicted of any offense, the employee must immediately report the charge or conviction to the School 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

BSCS 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,

BSCS 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

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

Corporal Punishment

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

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

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

Examples of PERMITTED actions (NOT corporal punishment)

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.

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 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

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

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

BSCS 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 School Director or designee.

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

BSCS 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 School 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:

1. 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.

2. 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.

3. 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 BSCS policy.

Whistleblower Policy

BSCS 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-Free Workplace

BSCS 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 BSCS stakeholders.

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

Confidential Information

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

Conflict of Interest

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

Smoking

The BSCS facility is a no smoking facility.

THE WORKPLACE**Work Schedule**

Business hours are normally 8:30 a.m. – 4:30 p.m. Monday through Friday. The regular workday schedule for non-exempt employees is eight (8) hours; the regular workweek schedule is forty (40) hours. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

Meal and Rest Periods

Non-exempt employees working more than (5) hours are provided with a thirty (30) minute meal period, to be taken approximately in the middle of the workday but by no later than the end of the 5th hour of work. An employee may waive this meal period if the day's work will be completed in no more than six (6) hours, provided the employee and BSCS mutually consent to the waiver in writing.

Non-exempt 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. Employees may not leave the premises during rest periods but may leave the premises during the meal period.

Lactation Accommodation

BSCS 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 non-exempt employee shall be unpaid.

BSCS 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 non-exempt, 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 office as soon as possible but no later than one-half (1/2) hour before the start of the workday. If you are absent from work longer than one (1) day, you are expected to keep the School sufficiently informed of the situation.

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

Time Cards/Records

By law, the School is obligated to keep accurate records of the time worked by non-exempt employees. Such employees shall be required to use the School's time card system. Non-exempt 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 non-exempt employees must clock in and out for arrival and departure, along with lunch, breaks, 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.

Non-exempt 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 timecard, the employee must contact the office to make the correction and such correction must be initialed by both the employee and the Director.

Non-exempt 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 tampers with his/her own time card, or another employee's time card, may be subjected to disciplinary action, up to and including release from at-will employment with the School.

Use of Email, Voicemail and Internet Access

BSCS 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. BSCS 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 BSCS email account.

Personal Business

BSCS'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, Snapchat, etc.) that discusses any aspect of his/her workplace activities, the following restrictions apply:

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

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

Personal Appearance/Standards of Dress for Faculty Members

Teachers will be mindful that they serve as role models and 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.

BSCS encourages staff, during school hours, to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Clothing and jewelry must be safe and appropriate to the educational environment. Clothing or jewelry with logos that depict and/or promote gangs (as defined in Cal. Ed. Code § 35183), drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted. Perfumes or scented oils are not permitted.

Health and Safety Policy

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

Employees are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times. Employees are required to report immediately to the Director or Program Coordinator 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

BSCS has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Director. Employee desk or office areas 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 workstation that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Director when keys are missing or if security access codes or passes have been breached.

Occupational Safety

BSCS 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. BSCS'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 that 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 your check voucher. If an employee does not understand the deductions, he or she should ask the School Director to explain them to him or her.

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 School Director. The office maintains a supply of these forms.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be

completed upon hire and it is the employee's responsibility to report any changes in filing status to the office 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. Non-exempt 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 non-exempt employees. BSCS will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the School Director. BSCS provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

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

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

Paydays

Paydays for all staff is scheduled for the last day of each month. If an employee observes any error in his or her check, it should be reported immediately to the Director.

Wage Attachments and Garnishments

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

Employees are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented a second garnishment request concerning an employee, the School Director will discuss the situation with the employee.

Medical Benefits

Eligibility

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

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

Your 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. Your enrollment form must be submitted to the School Director as soon as possible. This form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for your 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.

BSCS 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, die, 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. BSCS 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;
- BSCS 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 School Director. Performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and the employee's 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, the employee will be required to sign the evaluation report simply to acknowledge that it has been presented to him or her, that the employee has discussed it with the Director, and that he or she is aware of its contents.

Newly hired employees will have their performance goals reviewed by the School Director or within the first ninety (90) days of employment.

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

Personnel Files and Record Keeping Protocols

At the time of your employment, a personnel file is established for you. Please keep the main office advised of changes that should be reflected in your 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 you should the change affect your other records.

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

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

HOLIDAYS, VACATIONS AND LEAVES

Holidays

BSCS 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 non-exempt employees in active status. Recognized religious holidays may be taken off by an employee whose religion requires observance of that particular day. Employees must request the day off in advance by written notice to the Director. The employee will be paid if the religious holiday is taken as an earned paid leave day (i.e. 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.

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. All eligible employees shall be credited with twenty-four (24) hours of sick leave at the beginning of each work year. Part time employees will be given twenty-four (24) hours of sick leave per year. Full-time, ten (10) month employees will accrue additional sick leave at the rate of one (1) day per month worked during the contracted period for a total of up to ten (10) days per full work year. Full-time twelve (12) month employees will accrue additional sick leave at the rate of one (1) day per month worked during the contracted period a total of up to ten (12) days per full work year.

Employees cannot use paid sick leave until the ninetieth (90th) calendar day following the employee's start date. Accrued sick leave carries over from year to year up to an accumulated total of no more than twenty (20) days; however, the School does not pay employees in lieu of unused sick leave during the work year or upon separation from employment.

Employees who are absent longer than three (3) days due to illness will be required to provide medical substantiation of their illness before the School honors any sick pay requests. The School will not tolerate abuse or misuse of sick leave privileges. If the School suspects abuse of sick leave, the School may require a medical certification from an employee verifying the employee's absence.

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

Personal Days and Vacation Time

In addition to sick leave, full-time employees on a twelve (12) month contract earn ten (10) personal or vacation days each year. Unused personal or vacation time carries over from year to year, up to an accumulated total of no more than twenty (20) days. Any vacation time taken during the school year or otherwise is to be coordinated and cleared by the Director or School Board and is subject to scheduling. Vacation time is figured on the fiscal year and may not be utilized before it is earned.

While 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" in the school. With this in mind, it is expected that vacation time will be taken when school is not in session.

Any vacation time taken during the school year or otherwise should be coordinated and cleared by the Director subject to scheduling and seniority. No vacation time may be taken by clerical staff during the last two (2) weeks of August unless specifically authorized by the Director.

For clerical employees, vacation days should be taken when school is not in session, preferably between July 1 to August 15. Vacation time is figured on a school year beginning with the opening of school rather than on a fiscal year.

Unpaid Leave of Absence

BSCS 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 Director. 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.

Family Care and Medical Leave¹

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.

¹ Required for employers who employ fifty (50) or more part-time or full-time employees.

Employee Eligibility Criteria

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

Events That May Entitle an Employee to FMLA/CFRA Leave

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

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the school, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).
3. 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 "designated person" ~~child, parent, or spouse of the employee~~ that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
4. "Designated person" means any individual related by blood or whose association with the employee is equivalent to a family relationship. An employer may limit an employee to one designated person per 12-month period for family care and medical leave.
5. "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.
6. "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.
7. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.
8. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a grandparent, grandchild, sibling or parent-in-law for CFRA purposes.
9. 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.

10. 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) work weeks 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 shall also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the service member.
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.

BSCS 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 healthcare 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. Recertification is required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit the required recertification 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 Director. 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-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 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 accrue during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

Health Benefits

BSCS 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. BSCS 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. Recertification is required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit the required recertification 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 Director. 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 short of notice 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 BSCS 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)

BSCS, 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 you receive any worker’s compensation benefits to which they may be entitled, employees will need to:

- Immediately report any work-related injury to the Director;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee’s Claim Form (DWC Form 1) and return it to the Director;
- 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. BSCS, with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School’s operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems (EMS) such as

an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.

- All accidents and injuries must be reported to the Director and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

Military and Military Spousal Leave of Absence²

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

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

Except for employees serving in the National Guard, BSCS 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.

BSCS 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

² Required for employers who employ twenty-five (25) or more part-time or full-time employees.

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

Exempt employees are entitled to a leave of up to five (5) work days without loss of pay due to a death in the immediate family (parent, spouse, son/daughter, sister/brother, parents-in-law, son/daughter-in-law, grandparents, grandchild). Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off.

Jury Duty or Witness Leave

For all exempt employees, the School will pay for time off if you are called to serve on a jury provided the employee continues to perform work duties as assigned. For all non-exempt employees, the School will pay for up to three (3) days if you are called to serve on a jury.

Voting Time Off

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

School Appearance and Activities Leave³

As required by law, BSCS 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 BSCS, 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.

³ Required for employers who employ twenty-five (25) or more part-time or full-time employees.

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 Leave⁴

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 employees 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 Leave⁴

BSCS provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, or stalking. 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, or that of the employee's child or children. 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.

⁴ Required for employers who employ fifteen (15) or more part-time or full-time employees.

To request leave under this policy, an employee should provide BSCS 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 BSCS 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.

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

Returning from Leave of Absence

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

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

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. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
3. 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.
4. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
5. Fighting or instigating a fight on School premises.
6. Violations of the drug and alcohol policy.
7. Using or possessing firearms, weapons or explosives of any kind on School premises.
8. Gambling on School premises.
9. 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.
10. Recording the time card, when applicable, of another employee or permitting or arranging for another employee to record the time card.
11. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
12. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
13. Excessive absenteeism or tardiness excused or unexcused.
14. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
15. Immoral or indecent conduct.
16. Conviction of a criminal act.
17. Engaging in sabotage or espionage (industrial or otherwise)
18. Violations of the sexual harassment policy.
19. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
20. Sleeping during work hours.
21. Release of confidential information without authorization.
22. Any other conduct detrimental to other employees or the School's interests or its efficient operations.
23. Refusal to speak to supervisors or other employees.
24. Dishonesty.
25. 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 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. BSCS 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 School 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 the 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 School Director or Board of Directors to express their work-related concerns.

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

Internal Complaints

(Complaints by Employees Against Employees)

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

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

1. The complainant will bring the matter to the attention of the School Director as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The School Director or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the School Director, the complainant may file his or her complaint in a signed writing to the President of the School’s Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Board President 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 with the office of the Director or Board President (if the complaint concerns the Director) as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

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

1. The 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 Director (or designee) finds that a complaint against an employee is valid, the Director (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Director (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The Director's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

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 Director) or the 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.

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

If you are an employee of the School, you may file this form with the Director or Board President.

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

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

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

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

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present:

Where did the incident(s) occur?

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

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

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

Signature of Complainant

Date: _____

Print Name

Received by: _____ Date: _____

APPENDIX B

INTERNAL COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present:

Where did the incident(s) occur?

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

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

Signature of Complainant

Date: _____

Print Name

To be completed by School:

Received by: _____

Date: _____



January 23, 2023

To the Board of Trustees and Aimee Alling, Executive Director
304 Foam St,
Monterey, CA 93940

We are pleased to confirm our understanding of the services we are to provide for Big Sur Charter School for the year ended June 30, 2023.

We will audit the financial statements of Big Sur Charter School, which comprise the statements of financial position as of June 30, 2023, and the related statements of activities and cash flows for the year ended June 30, 2023, and the related notes to the financial statements. Also, the following supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Organization
- 2) Schedule of Average Daily Attendance
- 3) Schedule of Functional Expenses
- 4) Schedule of Instructional Time

Audit Objectives

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our audit of Big Sur Charter School's financial statements. Our report will be addressed to the Board of Trustees of Big Sur Charter School. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph. If our opinion is other than unmodified, we will discuss the reasons with management in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue reports, or we may withdraw from this engagement.

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

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Organization or to acts by management or employees acting on behalf of the Organization. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

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

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from the Organization's attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the Organization and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

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

Other Services

We will also assist in preparing the financial statements and related notes of the Organization in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including monitoring ongoing activities and for helping to ensure that appropriate goals and objectives are met; (2) following laws and regulations; and (3) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the organization from whom we determine it necessary to obtain audit evidence.

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

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

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

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

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

Engagement Administration, Fees, and Other

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

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

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

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

Alexander C. Hom is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately July 1, 2023 and to complete your information returns and issue our report no later than December 15, 2023.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$5,300. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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

Very truly yours,

Moss, Levy & Hartzheim LLP

Moss, Levy & Hartzheim LLP

RESPONSE:

This letter correctly sets forth the understanding of Big Sur Charter School.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

OVERVIEW	3
ACCOUNTING PROCEDURES	4
BANK RECONCILIATIONS	4
RECORD KEEPING	4
INTERNAL CONTROLS	4
LINES OF AUTHORITY	5
SEGREGATION OF DUTIES	5
FINANCIAL PLANNING & REPORTING	5
BUDGETING PROCESS	5
INTERNAL FINANCIAL REPORTS	6
AUDIT	6
TAX COMPLIANCE	7
QUARTERLY/ANNUAL PAYROLL REPORTS	7
REVENUE & ACCOUNTS RECEIVABLE	7
CASH RECEIPTS	7
DEPOSITS	8
EXPENSE & ACCOUNTS PAYABLE	8
PAYROLL	8
<i>Time Sheet Preparation & Approval</i>	8
<i>Payroll Additions, Deletions, and Changes</i>	9
<i>Payroll Preparation & Approval</i>	9
<i>Pay Upon Termination</i>	10
PURCHASES & PROCUREMENT	10
CREDIT CARDS	11
DEBIT CARDS	12
INDEPENDENT CONTRACTORS	12
INVOICE APPROVAL & PROCESSING	12
CASH DISBURSEMENTS	13
PETTY CASH	13
EMPLOYEE AND VOLUNTEER EXPENSE REIMBURSEMENTS	14
TRAVEL EXPENSES	14
GOVERNING BOARD EXPENSES	15
ASSET MANAGEMENT	15
CASH MANAGEMENT AND INVESTMENT	15
CAPITAL EQUIPMENT	15
LOANS	15
INSURANCE	16
PARKING LOT LIABILITY	16
OPERATING RESERVES	16

OVERVIEW

The Governing Board of Big Sur Charter School has reviewed and adopted the following policies and procedures to ensure the most effective use of the funds of Big Sur Charter School to support the mission and to ensure that the funds are budgeted, accounted for, expended, and maintained appropriately.

ACCOUNTING PROCEDURES

This section covers basic accounting procedures for the organization. The accounting procedures used by the organization shall conform to Generally Accepted Accounting Principles (GAAP) to ensure accuracy of information and compliance with external standards.

Bank Reconciliations

Policy: Bank reconciliation and approval will occur on a monthly basis.

Procedures:

1. Bank statements will be filed monthly by the Office Manager.
2. The Office Manager will examine all paid checks for date, name, cancellation, and endorsement. Any discrepancies regarding the paid checks or any checks over 90 days will be researched and results will be reported the School Director.
3. The Office Manager will prepare the bank reconciliation, verifying the bank statements with the general ledger, immediately reporting any discrepancies to the School Director.
4. The School Director will approve all monthly reconciliations.
5. The Office Manager will prepare a monthly summary report of expenditures to be approved by the BSCS Board of Directors.
6. The School Director will authorize to have the revolving fund replenished to maintain a \$100 minimum balance.

Record Keeping

Policy: Financial records, such as transaction ledgers, canceled/duplicate checks, attendance and enrollment records, payroll records, and any other necessary fiscal documentation will be retained for a minimum of seven years.

Procedures:

1. Big Sur Charter School will retain financial records, including transaction ledgers, canceled/duplicate checks, attendance and entitlement records, payroll record, and any other necessary fiscal documentation at its site until the prior year audit has been completed.
2. At the discretion of the Governing Board or School Director, certain documentation may be maintained for a longer period of time.
3. Financial records will be shredded at the end of their retention period.
4. Backup copies of electronic and/or paper documentation should be stored in a secure location.

INTERNAL CONTROLS

Big Sur Charter School employs several safeguards to ensure that financial transactions are properly authorized, appropriated, executed and recorded.

All documentation related to financial matters will be completed by computer, typewriter, or ink. Completion by pencil is not permitted. The organization employs various electronic systems and processes to complete the work associated with its fiscal operations (e.g., Escape Technology). The electronic systems the organization chooses to use may change over time and new electronic systems may be introduced. The organization will configure the electronic systems to ensure they align to the organization's internal controls.

Lines of authority

Governing Board

- Approves the fiscal policies and procedures and delegates administration of the policies and procedures to the School Director.
- Ensures that the fiscal policies and procedures are current, meaning that they have been reviewed and updated annually.
- Approves the opening and closing of bank accounts and the list of authorized signers and the organization address on record.
- Approves all third-party loans.
- Approves the opening of business credit cards.
- Reviews and approves the annual budget.
- Reviews annual and monthly financial statements, including the monthly check register.
- Reviews the School Director's performance annually and establishes the salary.
- Reviews and approves all contracts over \$10,000.
- Reviews and approves all non-budgeted expenditures over \$2,000.
- Commissions the annual financial audit by an independent third-party auditor approved by the State of California.
- Approves the annual financial audit by December 15.
- Appoints someone else to perform the duties of the School Director in the case of absence

School Director

- Is responsible for all operations and activities related to financial management.
- Develops the annual budget with the Financial Consultant.
- Reviews and approves all contracts under \$10,000.
- Reviews and approves all expenditures under \$2,000.
- Oversees the adherence to all internal controls.
- Appoints someone else to perform his/her duties in case of absence.

Segregation of Duties

Policy: Big Sur Charter School's financial duties shall be distributed among multiple people to help ensure protection from fraud and error. The distribution of duties aims for maximum protection of the organization's assets while also considering efficiency of operations.

Procedures:

Procedures for each section of this document will identify the position responsible for carrying out each function so that no single person or entity has sole control over cash receipts, disbursements, payrolls, and reconciliation of bank accounts.

FINANCIAL PLANNING & REPORTING

Budgeting Process

Policy: In consultation with the School Director and Board Treasurer, the Financial Consultant will prepare the annual budget for approval by the Governing Board. The budget is to be approved by the Governing Board prior to the start of each fiscal year.

Procedures:

1. The School Director will work together with the Office Manager to ensure that the annual budget is an accurate reflection of programmatic and infrastructure goals for the coming year.
2. The Financial Consultant will ensure that the budget is developed using the organization's standard revenue recognition and cost allocation procedures.
3. The Financial Consultant, will provide a draft budget to the Finance Committee prior to the end of the fiscal year.
4. The Finance Committee shall review and approve a recommended fiscal year budget and submit it for approval to the Governing Board.
5. The Governing Board will review and approve the budget no later than its last meeting prior to the start of the fiscal year.
6. The Office Manager will prepare financial statements displaying budget vs. actual results for presentation to the Governing Board at each board meeting.

Internal Financial Reports

Policy: The organization reviews regular financial reports on a monthly basis.

Procedures:

1. In consultation with the School Director and Budget Committee, the Financial Consultant will prepare the annual financial budget and unaudited actual budget for approval by the Governing Board.
2. The Office Manager will provide a check register at each board meeting.
3. The School Director and Board Finance Committee will review financial reports each month.
4. The Finance Committee will present the financial reports to the Governing Board at each meeting.
5. The Office Manager will provide a monthly balance sheet and monthly revenue and expense summaries to the School Director and Governing Board, including a review of the discretionary accounts and any line items that are substantially over or under budget (\$3,000 or +/- 10% of established budget, whichever is greater). The report will be reviewed at the scheduled board meeting and action will be taken, if appropriate.
6. The Financial Consultant will provide the School Director and/or Governing Board with additional financial reports as needed, including the 1st and 2nd interim reports.

Audit

Policy: The Governing Board will contract annually with a qualified independent certified public accounting firm to conduct an audit of the organization's financial statements in accordance with auditing standards generally accepted in the United States of America, Government Auditing Standards issued by the Comptroller General of the United States, and, if applicable, the U.S Office of Management and Budget's Circular A-133. The selected audit firm must be familiar with these standards, related State of California and Charter School regulations, and the Standards and Procedures for Audits of California K-12 Local Education Agencies Audit Guide (which can be

found at <http://eaap.ca.gov/audit-guide/current-audit-guide-booklet/>), in order to properly conduct the audit engagement.

After six consecutive fiscal years, the organization will contract with a new audit firm or require a change/rotation in audit partners in the seventh year, unless a waiver is obtained from the Educational Audit Appeals Panel. (Education Code 41020).

Procedure: The Governing Board will annually select an auditor by March 1st each year and ensure that an annual audit is completed in accordance with the Big Sur Charter School Charter.

Tax Compliance

Exempt Organization Returns

Policy: The Governing Board will contract with local CPA firm to prepare the annual Federal Form 990 and the California Form 199. The tax forms are to be filed no later than May 15 of each year.

Procedures:

1. The School Director will work with the tax preparer to complete the organization's tax returns.
2. The School Director will review the tax returns before submitting to the Governing Board for final approval prior to May 15.
3. The Form 990 will be available to the public via GuideStar, an information service specializing in reporting on U.S. nonprofit companies.

Quarterly/Annual Payroll Reports

Policy: Big Sur Charter School has contracted with the Monterey County Office of Education (MCOE) to prepare the state and federal quarterly and annual payroll tax forms and will submit the forms to the respective agencies within established deadlines.

Procedures:

1. MCOE will prepare employee W2s by January 31 each year.
2. MCOE will file quarterly payroll tax reports (941 and DE9) by the filing deadline.

REVENUE & ACCOUNTS RECEIVABLE

Cash Receipts

Policy: Cash receipts (including check or cash payments received via mail or in person and deposits received via Electronic Fund Transfer) shall be recorded completely and accurately to prevent the misappropriation of assets.

Procedures:

1. For each fundraising or other event in which cash or checks will be collected, a staff person will be designated, who will be responsible for collecting and holding all cash and checks for the purpose of the fundraising activity.
2. The designee will record each transaction in a receipt book or document each item sold at the time the transaction is made in a log or similar. When possible, a receipt will be provided to

the donor.

3. The designee shall give the cash, checks, deposit summary, and any related supporting documentation to the Office Manager by the end of the next school day.
4. The Office Manager and the designee will recount and reconcile the amount received with the supplied supporting documentation and each will sign for approval. The Office Manager will immediately put the funds in a secure, locked location.
5. Cash/checks dropped off in the classroom will be held by the teacher. Each morning, the teacher will collect all forms, payments, etc. that have been brought in by students that day and place them in a large envelope. Before the end of the work day, the teacher will bring the envelope from his/her classroom to the office where the cash/checks will be counted by the teacher and the office manager.
6. Mail (including anything official such as governmental notices, invoices and checks) received at the school must be opened by office staff members and stamped with a “received” stamp.
7. When utilizing merchant or online web contribution services, appropriate segregation of duties shall be in place to ensure that no single person is able to perform incompatible functions (custody, recording, approving).
8. Cash/checks dropped off at the school office will be placed directly into a lock box.
 - a. All funds are deposited into the lock box in a sealed envelope, along with any notes, forms, or other descriptions of how the funds are to be used or the source of the donation.
 - b. The School Director and one other staff member will jointly open the lock box to verify the cash/check amounts and sign off on the amounts received.
9. A returned-check processing fee will be charged for checks returned as non-sufficient funds (NSF). Unless otherwise pre-approved by the School Director, payment of the NSF check and processing fee must be made by money order, cash or certified check.
10. In the event that a NSF check is received for any individual, in addition to the processing fee, the individual will lose check-writing privileges. Payment of the NSF check, the processing fee and any subsequent payment(s) by that individual must be made by money order, cash or certified check.
11. If unsuccessful in collecting funds owed, the school may initiate appropriate collection and/or legal action at the discretion of the School Director and/or Governing Board.

Deposits

Policy: The Office Manager is responsible for making bank deposits. Deposits totaling less than \$2,000 will be made weekly. Deposits totaling more than \$2,000 will be deposited within 72 hours. All cash will be immediately retained in a lock box and deposited in the bank within 48 hours of receipt

Procedures:

1. All checks received will be immediately endorsed with the school deposit stamp, containing the following information: “For Deposit Only; Big Sur Charter School; Bank Account Number.”
2. The Office Manager will prepare a deposit packet itemizing the amount, source, and purpose of each check or cash payment received. The deposit packet will include a copy of each check and a bank deposit slip or Escape Technology deposit report.
3. The School Director will review and approve the deposit packet.
4. The School Director or Office Manager will make the deposit and attach the deposit receipt to the deposit packet.

5. The deposit slip or report will be duplicated and documentation for all receipts (copy of check, letter, etc.) will be attached to the duplicate deposit slip or report and kept on file by the Office Manager.

EXPENSE & ACCOUNTS PAYABLE

Payroll

Policy: Classified hourly employees are paid on a semi-monthly basis (15th and end of month). All other employees are paid at the end of each month. Under the supervision of the School Director, the Office Manager is responsible for processing payroll through the Monterey County Office of Education.

Time Sheet Preparation & Approval

Policy: All non-exempt employees are required to record time worked, holidays, and leave taken for payroll, benefits tracking, and cost allocation purposes.

Procedures:

1. All non-exempt employees will be responsible for completing a timesheet/timecard recording hours worked and vacation, sick or holiday time if applicable.
2. Overtime only applies to non-exempt employees and is defined as hours worked in excess of forty (40) hours within a five-day period of time. Any hours worked in excess of a non-exempt employee's regular work schedule must be pre-approved by the School Director unless it is prompted by an emergency. No overtime will be paid without the approval of the School Director.
3. The completed timesheet/timecard will be signed by the employee and submitted to the Office Manager on the last working day of the designated payroll period.
4. The Office Manager will provide the completed timesheet/timecard to the School Director for approval.
5. If an employee is unexpectedly absent and therefore prevented from working the last day of the pay period or turning in the timesheet/timecard (such as an employee calling in sick), the employee is responsible for making other arrangements for the timesheet/timecard to be submitted.

Payroll Additions, Deletions, and Changes

Policy: The School Director is authorized to approve all payroll changes within the scope of his/her budget authority.

Procedures:

The School Director or designee will submit, either physically or electronically, new hire or employee change paperwork to the Office Manager prior to the payroll deadline for the first pay period in which the change or addition is to go into effect.

Payroll Preparation & Approval

Policy: Big Sur Charter School will work with the Monterey County Office of Education (MCOE) to prepare payroll using the Escape System in accordance with the MCOE Payroll Schedule.

Procedures:

1. The School Director will oversee the Office Manager's use of the Escape Technology system

used to prepare payroll.

2. The Office Manager will provide the School Director with summary payroll reports that include: a listing of salaried staff to be included in the payroll and an accounting of any vacation, sick, or personal hours to be recorded for each salaried employee and the number of hours each hourly employee worked during the pay period as well as an account of any vacation, sick, or personal hours to be recorded for each hourly employee.
3. Monterey County Office of Education will be provided summary payroll reports on dates predetermined by their payroll schedule.
4. Monterey County Office of Education will prepare payroll checks, tax and retirement withholdings, tax statements, process payroll direct deposits and will deliver the payroll package to the school's address on file one day prior to the check date.
5. The Office Manager will be responsible for opening the payroll package, reviewing reports for accuracy, and notifying Monterey County Office of Education of any missing checks.
6. The Office Manager will distribute pay stubs to employees on the check date.
7. The Director and Board Treasurer will review payroll statements monthly to ensure that (1) the 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.
8. All staff expense reimbursements will be on checks separate from payroll checks.

Pay Upon Termination

Policy: Employees who are discharged shall be paid all wages due at the time of termination. (Labor Code § 201) Employees who quit without giving prior notice shall be paid wages within 72 hours (inclusive of weekends and holidays). If the employee gives at least 72 hours' notice, the wages must be paid on the last day worked. (Labor Code § 202)

Procedures:

1. The School Director or designee will inform Monterey County Office of Education of any voluntary or involuntary termination immediately and will provide an accounting of the hours/days worked since the last payroll and any accrued Paid Time Off (PTO) to be paid.
2. Monterey County Office of Education will calculate the final check based on the hours/days worked and the employee's pay rate.
3. Monterey County Office of Education will prepare the final check based on the final check calculation and will provide the final check to the school in accordance with the timelines required by law. Big Sur Charter School is responsible for obtaining the employee's signature on the final check acknowledgement.
4. An employee who quits without 72 hours' notice may request that his or her final wage payment be mailed to a designated address. The date of mailing will be considered the date of payment. (Labor Code § 202)
5. The final check may not be provided via direct deposit.
6. Big Sur Charter School must provide Monterey County Office of Education with a list of non-returning staff two weeks prior to the last day of instruction to ensure that final checks are distributed in accordance with labor law.

Purchases & Procurement

Policy: All purchases must be authorized by the School Director. Non-budgeted purchases over \$2,000 must also receive approval from a member of the Board. Any expenditure in excess of \$5,000 for the purchase of a single item should have bids from three (3) suppliers if possible.

Goods or services purchased with federal funds must follow federal procurement guidelines as outlined in Education Department General Administration Regulations (EDGAR), Part 80—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Sub-part C (Post Award Requirements), Section 80.36 (Procurement) located at: <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.

The Governing Board must approve any contract over \$10,000.

Procedures:

1. The School Director may authorize expenditures and may sign related contracts within the approved budget. The Governing Board must review all expenditures. This will be done via approval of a check register, which lists all checks written during a set period of time and includes payee, date, and amount. The Governing Board must also approve contracts over \$5,000.
2. The School Director must approve all purchases. The School Director will approve the purchase requisition after determining:
 - a. If the expenditure is budgeted
 - b. If funds are currently available for expenditures
 - c. If the expenditure is allowable under the appropriate revenue source
 - d. If the expenditure is appropriate and consistent with the vision, approved charter, school policies and procedures and any related laws or applicable regulations.
 - e. If the price is competitive. All purchases over \$5,000 should include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services.
3. The Governing Board will review expenditures during each board meeting through the review of a check register that will list all checks written since the Governing Board's last meeting and will include the check #, check date, payee, and check amount.

Contracts

1. Consideration will be made of in-house capabilities to accomplish services before contracting for them.
1. The Office Manager will keep and maintain a contract file evidencing the competitive bids or quotes obtained (if any) and the justification of need for any contracts over \$5,000.
2. Competitive bids will be obtained where required by law or otherwise deemed appropriate and in the best interests of the school.
3. The School Director will confirm that the contractor is not listed in the US government's Suspended or Disbarred list via a search of the System for Award Management (www.sam.gov). The Director of Operations will keep a record of all searches.
4. Written contracts clearly defining work to be performed will be maintained for all contract service providers (i.e. consultants, independent contractors, subcontractors).
5. Contract service providers must show proof of being licensed and bonded, if applicable, and of having adequate liability insurance and worker's compensation insurance currently in effect. The School Director may also require that contract service providers list the school as an additional insured.
6. If the contract service provider is a sole proprietor or a partnership (including LP, and LLP), the Office Manager will obtain a W-9 from the contract service provider prior to submitting any requests for payments.
7. The School Director will approve proposed contracts and modifications in writing.

8. Contract service providers will be paid in accordance with approved contracts as work is performed and upon receipt of detailed invoice of services provided from the contractor.
9. The School Director will be responsible for ensuring the terms of the contracts are fulfilled. Potential conflicts of interest will be disclosed upfront, and the School Director and/or member(s) of the Governing Board with the conflict will excuse themselves from discussions and from voting on the contract.

Credit Cards

Policy: Organization credit cards shall only be issued with the formal approval of the Governing Board and may only be used for school-related expenditures.

Procedures:

1. The School Director may authorize an individual to use a school credit card to make an authorized purchase on behalf of the school, consistent with guidelines provided by the School Director and/or Governing Board.
2. The bank and/or consumer credit card will be kept under the supervision of the card holder. Authorized individuals must sign the credit card out and must return the credit card and related documentation of all purchases within 24 hours of the purchases, unless otherwise authorized by the School Director.
3. If receipts are not available, missing or contain an inappropriate expense, the individual making the charge will be held responsible for payment.
4. In the case of a missing receipt, a missing receipt form shall be submitted and approved by the School Director. Should the School Director be required to complete a “missing receipt” form, authorization must be granted by a member of the Governing Board.
5. Credit cards will bear the names of both the Big Sur Charter School and the cardholder as authorized by the Governing Board.
6. No personal charges are permitted.
7. All reward points or discounts are property of the school. Use of such points or discounts is at the discretion of the School Director and should be used for the benefit of the organization.
8. Upon termination, the employee shall immediately return the credit card and all receipts to the School Director.

Debit Cards

Policy: Organization debit cards are not permitted.

Procedures:

1. If a debit card is automatically issued by the bank, the School Director will:
 - a. Contact the bank to deactivate debit card service from the account.
 - b. Destroy the physical debit card.

Independent Contractors

Policy: Big Sur Charter School will comply with all applicable federal and state laws relative to the use of independent contractors.

Procedures:

1. The School Director has the authority to establish a contract with an independent contractor and is responsible for verifying that the person is appropriately classified as an independent contractor and not as an employee and for obtaining a Form W-9.
2. School employees may not serve as independent contractors.
3. Contract service providers must show proof of being licensed and bonded, if applicable, and of having adequate liability insurance and workers' compensation insurance currently in effect. The School Director may also require that contract service providers list the school as an additional insured.
4. All services performed by independent contractors will be processed as accounts payable.
5. At the close of the calendar year, the Independent Contractor will be issued a Form in accordance with IRS regulations.

Invoice Approval & Processing

Policy: The School Director must approve all invoices. The following procedures will be performed either manually or electronically.

Procedures:

1. The Office Manager will open and review invoices and bills and will notify the School Director of any unexpected or unauthorized expense.
2. Upon receipt of a delivery of tangible goods, the packing slip should be verified and reconciled with the packing list, noting any items that were not in the shipment. The packing slip must be signed and dated on the day the merchandise was received and note any missing items.
3. The Office Manager will carefully review each invoice, attach all supporting documentation, and verify that the specified services and/or goods were received and code invoices with the correct account chart string.
4. Invoices are then routed to the School Director or Director of Operations for payment approval.
5. If the vendor is a sole proprietor or a partnership (including LP, and LLP) providing a service, the Office Manager will obtain a W-9 from the vendor prior to submitting a request for payment.
6. The School Director will provide signature authorization on the invoice. The invoice and supporting documentation will be reviewed weekly by the Office Manager who will process the payment in the Escape System. The School Director will approve the final report of accounts payable before it is submitted for payment.

Monterey County Office of Education will review the invoice for sufficient supporting documentation, verify the coding, and process payment

Cash Disbursements

Policy: Bank checks will be issued upon receipt of appropriate documentation (e.g. vendor invoice, purchase order, packing slip, etc.).

Procedures:

1. The School Director, an authorized officer of the BSCS Board and the Office Manager are authorized to sign checks. The School must obtain Board Approval to open any bank accounts on and behalf of Big Sur Charter School.
2. The School Director will be responsible for all blank checks and will keep them under lock and key.
3. The School Director and BSCS Board Chair will co-sign checks in excess of \$2,500 for all non-recurring items. All checks less than \$2,500 require only the signature of the School

Director, an authorized officer of the BSCS Board or the Office Manager.

4. Once an invoice is approved by the School Director for payment, the Office Manager will prepare an in-sequence check and will submit the check to the School Director for signature. signature stamp, which is maintained in a secured location when not in use.
5. The Office Manager will distribute the check as follows:
 - Original – mailed or delivered to payee
 - Duplicate or voucher – attached to the invoice and filed by vendor name by the Office Manager.
6. Should a check need to be voided, “VOID” will be written in ink on the signature line of the check.

Petty Cash

Policy: The Office Manager will keep a petty cash box not to exceed \$100. Petty cash will be kept in a lockbox that is stored in a secure location. Access to the cash box should be limited to authorized personnel. Petty cash shall only be used for reasonable and allowable school purposes (not advances, personal uses, reimbursements, etc.).

Procedures:

1. The Office Manager will manage the petty cash fund.
2. The Office Manager will maintain a log of all disbursements made from the petty cash fund and will use a petty cash slip for all disbursements. The petty cash slip must be signed by the School Director and the petty cash recipient.
3. Within 48 hours of the petty cash withdrawal, the petty cash recipient will submit an original receipt to the Office Manager who will attach the receipt to the petty cash slip and store in the petty cash box.
4. At all times the petty cash box must contain receipts, petty cash slips, and cash totaling \$100.
5. When the petty cash balance is low the Office Manager will prepare a petty cash reimbursement form, totaling all the petty cash disbursements and attaching the original petty cash slips and receipts to the form. The School Director will review and approve the petty cash reimbursement form and supporting documentation.
6. It is the Office Manager’s responsibility to cash the check and to keep track of funds in the box. Reconciliation must occur when funds are replenished, and/or at a minimum, annually.
7. The School Director will conduct surprise counts of the petty cash fund.
8. Loans will not be made from the petty cash fund.

Employee and Volunteer Expense Reimbursements

Policy: The organization will reimburse authorized school-related expenses that are accompanied by an original receipt or other appropriate documentation.

Procedures:

1. An employee or school volunteer seeking to make a school-related purchase must obtain pre-approval from the School Director.
2. The employee or school volunteer will submit signed reimbursement forms, as necessary, to the School Director for approval. Original receipts or other appropriate documentation (e.g. e-mail receipt) must be attached to the reimbursement form.
3. School Director reimbursement forms must be approved by a member of the board.

4. The Office Manager will submit the approved reimbursement form and supporting documentation to MCOE, who will issue a reimbursement check within five business days of receipt of appropriate and complete documentation.
5. An employee or school volunteer must submit reimbursement forms within the fiscal year in which the expenses were incurred.
6. Big Sur Charter School reserves the right to refuse reimbursement for any inappropriate expenses made.

Travel Expenses

Policy: The School Director must pre-approve all school related travel. Mileage will be reimbursed at the current IRS reimbursement rate.

Procedures:

1. For the purposes of mileage reimbursement, where a trip is commenced or terminated at the employee's home, the distance traveled shall be reduced by the employee's home-to-office commute distance.
2. Employees will be reimbursed for overnight stays at hotels/motels when pre-approved by an administrator and the event is more than 50 miles from either the employee's residence or the school site. Hotel rates will be negotiated at the lowest level possible, including the corporate, nonprofit or government rate if offered, and the lowest rate available.
3. Employees will be reimbursed up to the established per diem rate found at (<http://www.gsa.gov/portal/category/100120> - US Government Rates) for any breakfast, lunch, dinner, or incidental expense that is not included as part of the related event. Employees will be responsible for any excess expenses beyond the established per diem rate.
4. Transportation expenses such as airfare will be purchased at the lowest rate available.
5. After the trip, the employee must enter all of the appropriate information on an expense report, attach original receipts, and submit it to the School Director for approval and then on to the Office Manager for processing.

Governing Board Expenses

1. The individual incurring pre-authorized, by the Governing Board and School Director, expenses while carrying out the duties of the school will complete and sign a Travel Expense Reimbursement Request.
2. After approval by the School Director, the Travel Expense Reimbursement Request, will be submitted to the Office Manager for payment.

ASSET MANAGEMENT

Cash Management and Investment

Policy: All funds will be maintained in high quality financial institution or invested with the following objectives in order of priority; preservation and safety of principal, liquidity, and yield.

Procedures:

1. The School Director will obtain Governing Board approval before opening or closing a bank account.
2. Governing Board will adopt an investment policy before funds are to be invested.

Capital Equipment

Policy: Big Sur Charter School capitalizes any item, purchased or donated, with a value of \$1,000 or more and with a useful life of more than one year.

Procedures:

1. The Office Manager will maintain a ledger of all capitalized items. The ledger will include the original purchase price and date and a brief description of the asset.
2. The organization will take a physical inventory of all assets within 90 days of the end of each fiscal year, indicating the condition and location of the asset.
3. The School Director will be notified of all cases of theft, loss, damage or destruction of assets.
4. The Office Manager will submit to the School Director written notification of plans for disposing of assets with a clear and complete description of the asset and the date of the disposal.

Loans

Policy: The Governing Board will approve all loans from third parties. In the case of a long-term loan, approval may also be required from the chartering authority in accordance with the terms of the charter and/or other lenders in accordance with the loan documents.

Employee loans, including salary advances, are not allowed.

Procedures:

1. The School Director and/or Governing Board designee shall review and sign the promissory note before funds are borrowed.
2. Loan agreements should specify all applicable terms, including the purpose of the loan, the interest rate, and the repayment schedule.
3. Loan covenants and reporting requirements are to be acknowledged by the board at the time of adoption.

Insurance

Policy: The organization will maintain insurance with a high-quality insurance agency at all times for:

- General Liability
- Property
- Workers' Compensation
- Professional Liability
- Directors' and Officers' Coverage

Umbrella and student accident policies are considered prudent add-ons.

Procedures:

1. The School Director will carefully review insurance policies with the Broker on an annual basis prior to renewal to determine compliance with Charter authorizer and any applicable loan covenant requirements.
2. The Governing Board will work with the School Director to ensure that appropriate insurance is maintained at all times. Insurance will include general liability, workers compensation, student accident, professional liability, and directors' and officers' coverage.

3. Supplementary coverage will cover the after-hours and weekend activities if necessary.
4. Coverage will be in line with the limits listed in the school's approved charter petition.
5. The School Director will maintain the files of insurance policies, including an up to date copy of all certificates of insurance, insurance policies and procedures, and related claim forms.
6. The Governing Board and School Director will carefully review insurance policies on an annual basis, prior to renewal.

Parking Lot Liability

Policy: Parking lot related incidences are not covered under any school insurance policy. The organization assumes no liability for damage to cars unless a student is observed by an adult accidentally causing damage to a vehicle while engaged in a school activity.

Procedures:

1. If a student willfully causes damage the student's parent or guardian is responsible.
2. If a parent or other visitor causes damage, that individual is responsible.
3. If an employee causes damage, the employee is responsible.
4. If an unknown person causes damage and there is no witness, the affected individual would determine if he/she has applicable coverage through his/her individual insurance policies.

Operating Reserves

Policy: The organization will ensure adequate cash balances to meet annual cash flow needs. The target minimum operating reserve fund is recommended to be equal to 3 months of average operating costs. The amount of Operating Reserves will be calculated each year after approval of the annual budget and included in monthly financial reports.

Procedures:

1. The Financial Consultant will monitor the organization's reserve level and will report the reserve level to the School Director and the Governing Board on a monthly basis.
2. It is the responsibility of the School Director and the Governing Board to understand the organization's cash situation and it is the responsibility of the School Director to prioritize payments as necessary to manage cash flow.
3. The Governing Board may restrict a portion of the operating reserve fund for strategic goals.
4. The Governing Board may develop an additional Operating Reserve Policy to specify use of the Operating Reserves.

Financial Institutions

1. All funds will be maintained at a federally regulated financial institution.
2. All funds will be maintained or invested in high quality, short maturity, and liquid funds.
3. Physical records, including electronic and paper, will be maintained on-site for all financial institution transactions.

Adopted by the BSCS Board of Directors on March 16, 2022

Chad Bollmann, BSCS Board Chair

Adopted: March, 2022
Review: February, 2023



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Glenn Church to:

Receive and Accept the Treasurer's Report of Investments for the Quarter Ending December 31, 2022.

PASSED AND ADOPTED on this 31st day of January 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 31, 2023.

Dated: February 1, 2023

File ID: 23-055

Agenda Item No.: 27

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos, Deputy



County of Monterey

Item No.

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: 23-055**January 31, 2023****Introduced:** 1/13/2023**Current Status:** Agenda Ready**Version:** 1**Matter Type:** General Agenda Item

Receive and Accept the **Treasurer's Report of Investments for the Quarter Ending December 31, 2022**.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Receive and Accept the Treasurer's Report of Investments for the Quarter Ending December 31, 2022.

SUMMARY:

Government Code Section 53646 (b) (1) states the Treasurer may submit a quarterly report of investments. The attached exhibits provide a narrative portfolio review of economic and market conditions that support the investment activity during the October - December period, the investment portfolio position by investment type, and the investment portfolio by maturity range.

DISCUSSION:

The U.S. economy during this period was characterized by strong labor market conditions as well as growth in consumer spending and business investments, which were primary contributing factors to mitigate the impacts of a possible recession. Inflation remained elevated during the quarter; however, Consumer Price Index (CPI) has moderated for five consecutive months from the June peak of 9.1% to the November reading of 7.1%. Interest rates on securities with maturities under 2-years saw the biggest increases during the quarter, while 3-to 5-year maturities fell slightly, and longer-maturities rose modestly. The yield curve remained near historically negative levels of inversion at year end.

On December 14, 2022, the Federal Open Market Committee (FOMC) voted to raise the Federal Funds target rate by 50 basis points (0.50%) to a new range of 4.25% to 4.50%, which was a modest down shift following four consecutive 75 basis point (0.75%) increases. Rapid decreases in personal consumption may have caused the Federal Reserve to ratchet back its tightening plans.

On December 31, 2022, the Monterey County investment portfolio contained an amortized book value of \$2,927,536,012 spread among 297 separate securities and funds. The par value of those funds was \$2,951,545,544 with a market value of \$2,847,146,415 or 97% of amortized book value. The portfolio's net earned income yield for the period was 1.78%. The portfolio produced an estimated quarterly income of \$11,952,629 that will be distributed proportionally to all agencies participating in the investment pool. The investment portfolio had a weighted average maturity of 441 days. The County Treasury continues to utilize shorter term debt to provide portfolio liquidity and enhanced investment opportunities in the current market environment.

The investment portfolio follows all applicable provisions of state law and the adopted Investment Policy and contains sufficient liquidity to meet all projected outflows over the next six months. Market value pricings were obtained through resources such as Bloomberg LLP, US Bank, and live-bid pricing of corporate securities.

OTHER AGENCY INVOLVEMENT:

A copy of this report will be distributed to all agencies participating in the investment pool. The Treasury Quarterly Reports are also posted on the County Treasurer’s website. A monthly report of investment transactions is provided to the Board of Supervisors as required by Government Code 53607.

FINANCING:

The investment portfolio contains sufficient liquidity to meet all projected expenditures over the next six months. Investment earnings in the General Fund appear to be trending at a rate that will meet or exceed the FY 2022-23 budgeted total.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation supports the Administration initiative by providing transparency and accountability in the management of County funds in the Treasurer’s investment portfolio.

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

DocuSigned by:
Lupe Reyes

Prepared by: Lupe Reyes, Chief Deputy Treasurer-Tax Collector, x5415

DocuSigned by:
Jake Stroud

Approved by: Jake Stroud, Assistant Treasurer-Tax Collector, x5828

DocuSigned by:
Mary A. Zeeb

Approved by: Mary A. Zeeb, Treasurer-Tax Collector, x5015

Attachments:

- Board Report
- Exhibit A - Investment Portfolio Review 12.31.22
- Exhibit B - Portfolio Management Report 12.31.22
- Exhibit C - Aging Summary 01.01.23

cc:

- Auditor-Controller - Internal Audit Section
- All depositors
- County Administrative Office
- County Counsel

Exhibit A

Investment Portfolio Review

Quarter Ending December 31, 2022

OVERVIEW

October 1, 2022 – December 31, 2022

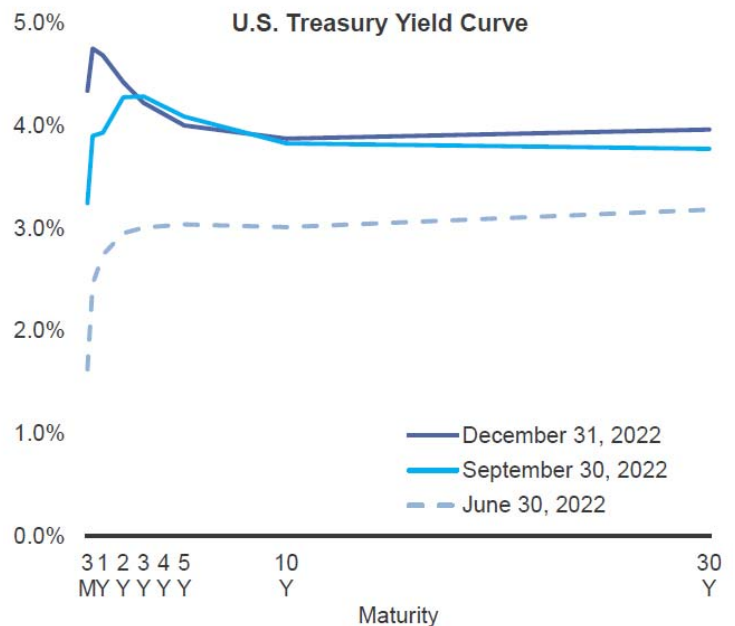
The U.S. economy during this period was characterized by strong labor market conditions as well as growth in consumer spending and business investments, which were primary contributing factors to mitigate the impacts of a possible recession. Inflation remained elevated during the quarter; however, Consumer Price Index (CPI) has moderated for five consecutive months from the June peak of 9.1% to the November reading of 7.1%. Interest rates on securities with maturities under 2-years saw the biggest increases during the quarter, while 3-to 5-year maturities fell slightly, and longer-maturities rose modestly. The yield curve remained near historically negative levels of inversion at year end.

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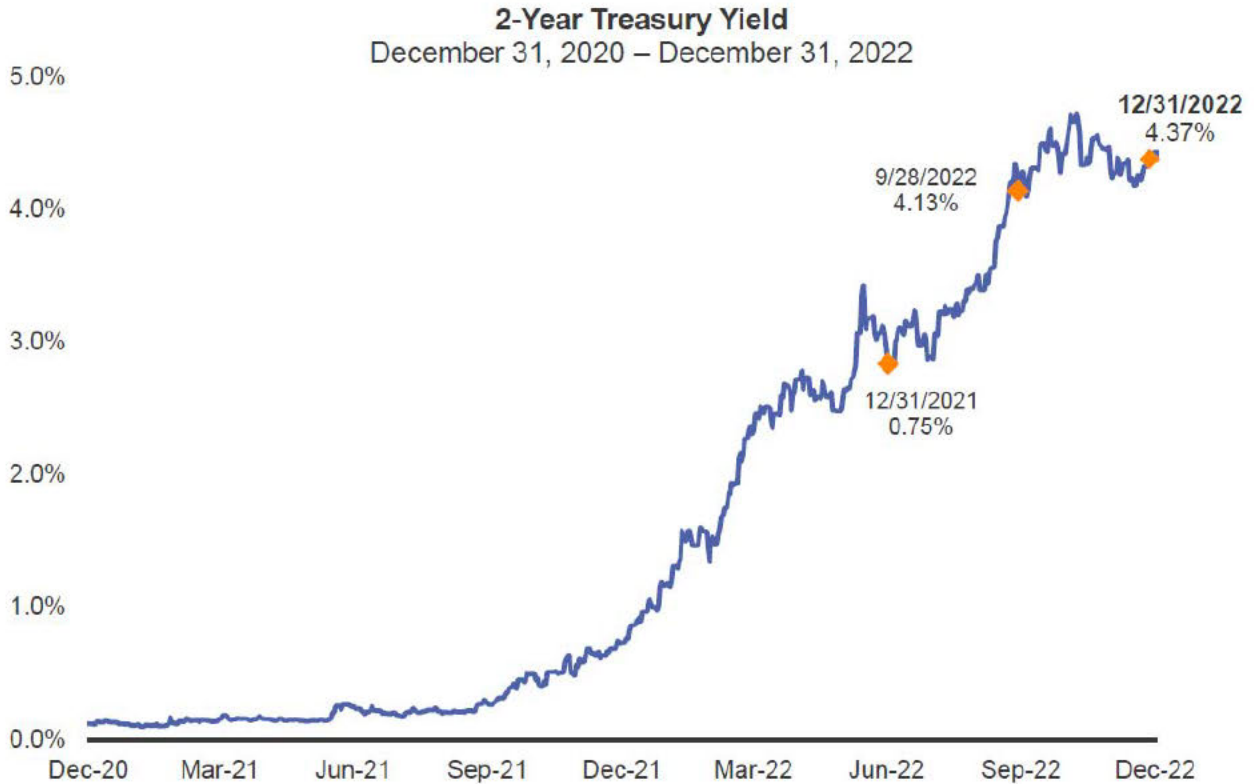
U.S. TREASURY YIELD CURVE

- Treasury Yield Curve inversion remained steep, with interest rates on securities with maturities under two years seeing the biggest increases during the quarter.

	12/31/22	09/30/22	Change
3-month	4.34%	3.25%	+1.10%
1-year	4.69%	3.93%	+0.75%
2-year	4.37%	4.28%	+0.09%
3-year	4.22%	4.29%	-0.06%
5-year	4.00%	4.09%	-0.09%
10-year	3.87%	3.83%	+0.05%
30-year	3.96%	3.78%	+0.19%



- The 2-year Treasury yield increased to 4.37% at the end of the quarter.



PORTFOLIO STRATEGY

Monterey County Treasury investments continue to focus on capturing relative value while remaining cautious. The following indicators reflect key aspects of the investment portfolio in light of the above noted conditions:

1. Market Access – During the quarter, investment purchases for the portfolio included Corporate Notes, U.S. Treasury Notes, Commercial Paper, Municipal Bonds, and Asset Backed Securities. The Treasurer continues to maintain an adequate level of liquid assets to ensure the ability to meet all cash flow needs.
2. Diversification - The Monterey County Treasurer’s portfolio consists of 297 separate fixed income investments, all of which are authorized by the State of California Government Code 53601 and the Investment Policy.

The portfolio asset allocations are detailed in the table below:

Portfolio Asset Composition								
Corporate Notes	Negotiable CDs	Overnight Liquid Assets	U.S. Treasuries	Federal Agencies	Commercial Paper	Supra-nationals	Municipal Bonds	Asset Backed Securities
16.6%	3.5%	22.6%	36.2%	16.1%	2.8%	2.0%	<0.1%	<0.1%

• Total may not equal 100% due to rounding

3. Credit Risk – Approximately 81.2% of the investment portfolio is comprised of U.S. Treasuries, Federal Agency securities, Negotiable CDs, and other liquid funds. All assets have a better than investment grade rating. U.S. Treasuries are not specifically rated, but are considered the safest of all investments. Most corporate debt (16.6%) is rated in the higher levels of investment grade and all Federal Agency and Municipal holdings are rated AA- or higher. The Supranationals (2.0%) are rated AAA. The credit quality of the Treasurer’s portfolio continues to be high.

The portfolio credit composition is detailed in the table below:

Portfolio Credit Composition								
AAA	AAAm	AA	A	A-1 (Short Term)	Aaf/S1+ (CalTRUST)	BBB+ (split rated)	LAIF (not rated)	Not Rated by S&P
2%	14%	57%	11%	6%	9%	1%	<1%	<1%

• Total may not equal 100% due to rounding

4. Liquidity Risk – Liquidity risk, as measured by the ability of the County Treasury to meet withdrawal demands on invested assets, was actively managed during the October - December quarter. The portfolio’s weighted average maturity was 441 days, and the Treasurer maintained \$649 million (22%) invested in overnight investments and \$775 million (26%) in securities with maturities of one day to one year to provide immediate liquidity to be able to react quickly to unanticipated needs or opportunities in the current market environment.

PORTFOLIO CHARACTERISTICS

	September 30, 2022	December 31, 2022
Total Assets	\$2,479,457,264	\$2,951,545,544
Market Value	\$2,382,359,729	\$2,847,146,415
Days to Maturity	450	441
Yield	1.06%	1.78%
Estimated Earnings	\$6,528,970	\$11,952,629

The Treasury continues to strategically invest matured assets while accounting for potential liquidity needs. As market conditions continue to evolve, the portfolio will be actively managed under the established tenets of safety and liquidity while seeking to maximize the total rate of return.

Exhibit B
Monterey County
Portfolio Management
Portfolio Details - Investments
December 31, 2022

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
Money Market Accts - GC 53601(k)(2)												
SYS12159	12159	DREYFUS AMT FREE TAX EXEMPT MM			9,303,755.83	9,303,755.83	9,303,755.83	2.761			2.761	
Subtotal and Average			9,286,787.49		9,303,755.83	9,303,755.83	9,303,755.83				2.761	
State Pool - GC 16429.1												
SYS11361	11361	LAIF			3,900,000.00	3,900,000.00	3,900,000.00	0.751			0.751	
Subtotal and Average			3,746,739.13		3,900,000.00	3,900,000.00	3,900,000.00				0.751	
CALTRUST/CAMP - GC 53601(p)												
SYS12211	12211	CalTrust Liquidity			182,650,000.00	182,650,000.00	182,650,000.00	3.874			3.874	
SYS11802	11802	CalTrust Blackrock		07/01/2022	0.00	0.00	0.00	0.025	Aaa	AAA	0.025	
SYS12296	11803	CalTrust (LEAF)			20,000,000.00	20,000,000.00	20,000,000.00	4.091			4.091	
SYS12219	12219	CalTrust MERMA			335,585.66	335,585.66	335,585.66	4.059			4.059	
SYS11801	11801	CalTrust Short Term			50,000,000.00	50,000,000.00	50,000,000.00	2.937	Aaa	AAA	2.937	
SYS10379	10379	Calif. Asset Mgmt			382,900,000.00	382,900,000.00	382,900,000.00	4.292		AAA	4.292	
Subtotal and Average			580,046,575.06		635,885,585.66	635,885,585.66	635,885,585.66				4.059	
SWEEP ACCOUNT-MORG STNLY												
SYS12041	12041	Morgan Stanley			1.00	1.00	1.00	0.250			0.250	
Subtotal and Average			1.00		1.00	1.00	1.00				0.250	
SWEEP ACCOUNT - CUSTOM												
SYS12138	12138	Morgan Stanley			103,201.32	103,201.32	103,201.32	4.113			4.113	
Subtotal and Average			75,753.81		103,201.32	103,201.32	103,201.32				4.113	
Medium Term Notes - GC 53601(k)												
88579YBH3	12359	MMM COMPANY		02/24/2020	130,000.00	123,121.70	130,459.38	2.000	A1	A+	1.825	02/14/2025
00724PAC3	12617	ADOBE INC		07/06/2022	65,000.00	59,157.15	61,787.31	2.150	A2	A+	3.469	02/01/2027
053015AE3	12632	AUTOMATIC DATA PROCESSING		11/04/2022	10,000,000.00	9,684,800.00	9,612,856.26	3.375	Aa3	AA-	4.925	09/15/2025
02079KAB3	12397	Alphabet INC		08/17/2020	5,000,000.00	5,004,900.00	5,167,754.89	3.375	Aa2	AA+	0.432	02/25/2024
023135BP0	12375	Amazon		06/03/2020	5,415,000.00	5,316,338.70	5,413,933.04	0.400	A1	AA	0.447	06/03/2023
023135BW5	12501	Amazon		05/12/2021	5,680,000.00	5,349,992.00	5,676,229.85	0.450	A1	AA	0.499	05/12/2024
023135BW5	12502	Amazon		05/12/2021	75,000.00	70,642.50	74,950.22	0.450	A1	AA	0.499	05/12/2024
023135BQ8	12609	Amazon		06/30/2022	5,000,000.00	4,565,800.00	4,701,217.85	0.800	A1	AA	3.413	06/03/2025
023135BX3	12636	Amazon		11/17/2022	5,000,000.00	4,428,400.00	4,461,611.59	1.000	A1	AA	4.494	05/12/2026
023135BX3	12668	Amazon		12/19/2022	10,000,000.00	8,856,800.00	8,947,628.13	1.000	A1	AA	4.402	05/12/2026
025816CM9	12544	American Express Credit		11/23/2021	135,000.00	119,628.90	134,825.98	1.650	A2	BBB+	1.685	11/04/2026
025816CY3	12620	American Express Credit		08/03/2022	70,000.00	68,574.80	69,939.61	3.950	A2	BBB+	3.986	08/01/2025
037833DV9	12383	Apple Inc Corp Notes		06/30/2020	5,000,000.00	4,927,950.00	5,006,260.43	0.750	Aa1	AA+	0.401	05/11/2023

Portfolio INVT
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Exhibit B
Monterey County
Portfolio Management
Portfolio Details - Investments
December 31, 2022

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
Medium Term Notes - GC 53601(k)												
037833AS9	12445	Apple Inc Corp Notes		12/11/2020	5,000,000.00	4,908,900.00	5,195,088.78	3.450	Aa1	AA+	0.524	05/06/2024
037833DM9	12568	Apple Inc Corp Notes		02/24/2022	4,130,000.00	3,931,429.60	4,123,323.99	1.800	Aaa	AA+	1.898	09/11/2024
037833DT4	12594	Apple Inc Corp Notes		04/27/2022	5,000,000.00	4,603,250.00	4,794,492.69	1.125	Aaa	AA+	2.958	05/11/2025
037833DT4	12607	Apple Inc Corp Notes		06/30/2022	5,000,000.00	4,603,250.00	4,739,888.46	1.125	Aaa	AA+	3.458	05/11/2025
04636NAA1	12526	Astrazeneca Finance LLC		07/23/2021	135,000.00	120,191.85	135,434.76	1.200	A3	A	1.101	05/28/2026
06051GJY6	12591	Bank of America		04/27/2022	5,000,000.00	4,881,050.00	4,894,377.18	0.523	A2	A-	3.338	06/14/2024
06051GGZ6	12595	Bank of America		04/28/2022	5,000,000.00	4,767,400.00	4,938,468.25	3.366	A2	A-	3.949	01/23/2026
06406FAD5	12371	Bank of New York Mellon Corp		05/21/2020	125,000.00	123,067.50	125,924.14	2.200	A1	A	0.932	08/16/2023
06406HCX5	12417	Bank of New York Mellon Corp		09/30/2020	5,000,000.00	4,862,000.00	5,212,512.67	3.250	A1	A	0.702	09/11/2024
06406RAN7	12478	Bank of New York Mellon Corp		03/31/2021	4,000,000.00	3,716,760.00	4,045,299.71	1.600	A1	A	1.088	04/24/2025
06406RAS6	12493	Bank of New York Mellon Corp		04/26/2021	50,000.00	47,182.50	49,976.47	0.500	A1	A	0.536	04/26/2024
06406RAN7	12554	Bank of New York Mellon Corp		01/07/2022	5,000,000.00	4,645,950.00	5,026,386.52	1.600	A1	A	1.360	04/24/2025
06406RAN7	12589	Bank of New York Mellon Corp		04/27/2022	5,000,000.00	4,645,950.00	4,820,754.18	1.600	A1	A	3.238	04/24/2025
06406RAN7	12608	Bank of New York Mellon Corp		06/30/2022	5,000,000.00	4,645,950.00	4,751,784.07	1.600	A1	A	3.885	04/24/2025
06406RBJ5	12618	Bank of New York Mellon Corp		07/26/2022	70,000.00	68,933.20	70,000.00	4.414	A1	A	4.414	07/24/2026
06051GJH3	12436	Bank of America Corp		11/20/2020	4,400,000.00	4,218,940.00	4,405,465.99	0.810	A2	A-	0.740	10/24/2024
06051GHW2	12479	Bank of America Corp		03/31/2021	5,000,000.00	4,724,300.00	5,148,230.71	2.456	A2	A-	1.074	10/22/2025
06051GJH3	12490	Bank of America Corp		04/19/2021	5,000,000.00	4,794,250.00	5,001,987.39	0.810	A2	A-	0.779	10/24/2024
06051GFX2	12562	Bank of America Corp		02/03/2022	90,000.00	85,890.60	93,850.11	3.500	A2	A-	2.137	04/19/2026
06051GKM0	12579	Bank of America Corp		03/22/2022	100,000.00	95,504.00	100,000.00	3.384	A2	A-	3.384	04/02/2026
110122DT2	12432	BRISTOL-MYERS SQUIBB		11/13/2020	80,000.00	77,072.00	80,000.00	0.537	A2	A+	0.537	11/13/2023
110122DT2	12439	BRISTOL-MYERS SQUIBB		11/20/2020	5,000,000.00	4,817,000.00	5,001,381.17	0.537	A2	A+	0.505	11/13/2023
110122CM8	12444	BRISTOL-MYERS SQUIBB		12/11/2020	5,000,000.00	4,853,700.00	5,172,552.30	2.900	A2	A+	0.621	07/26/2024
14913R2D8	12481	CATERPILLAR FINL SERVC		03/31/2021	5,000,000.00	4,899,000.00	5,006,940.81	0.650	A2	A	0.380	07/07/2023
14913R2L0	12506	CATERPILLAR FINL SERVC		05/17/2021	10,000,000.00	9,420,000.00	9,993,845.93	0.450	A2	A	0.495	05/17/2024
14913R2P1	12530	CATERPILLAR FINL SERVC		09/14/2021	135,000.00	125,932.05	134,895.86	0.600	A2	A	0.645	09/13/2024
16764BV1	12368	Chevron Corp. Global		05/11/2020	75,000.00	75,000.00	75,000.00	1.141			1.141	05/11/2023
166764BT6	12404	Chevron Corp. Global		09/17/2020	5,000,000.00	4,887,000.00	5,132,188.28	2.895	Aa2	AA-	0.503	03/03/2024
808513BN4	12474	CHARLES SCHWAB CORP		03/18/2021	25,000.00	23,759.25	24,994.94	0.750	A2	A	0.767	03/18/2024
808513BF1	12628	CHARLES SCHWAB CORP		10/31/2022	10,000,000.00	8,869,800.00	8,753,533.06	0.900	A2	A	5.203	03/11/2026
17275RAW2	12665	Cisco Systems Inc Corp		12/15/2022	20,000,000.00	19,435,600.00	19,574,304.89	3.500	A1	AA-	4.425	06/15/2025
172967GL9	12308	Citibank		07/12/2019	250,000.00	249,422.50	250,336.90	3.375	A3	BBB+	2.523	03/01/2023
172967MR9	12406	Citibank		09/17/2020	5,000,000.00	4,929,150.00	5,047,675.87	1.678	A3	BBB+	0.711	05/15/2024
172967MX6	12536	Citibank		10/07/2021	4,500,000.00	4,213,980.00	4,510,127.10	0.981	A3	BBB+	0.845	05/01/2025
172967ND9	12539	Citibank		11/08/2021	3,840,000.00	3,538,329.60	3,856,819.20	1.281	A3	BBB+	1.071	11/03/2025
172967MT5	12653	Citibank		12/02/2022	1,275,000.00	1,221,654.00	1,217,405.51	0.776	A3	BBB+	6.178	10/30/2024
191216CL2	12403	Coca- Cola Co		09/16/2020	5,000,000.00	4,764,950.00	5,107,461.54	1.750	A1	A+	0.458	09/06/2024
194162AM5	12621	COLGATE-PALMOLIVE CO		08/09/2022	45,000.00	43,531.65	44,964.01	3.100	Aa3	AA-	3.132	08/15/2025

Exhibit B
Monterey County
Portfolio Management
Portfolio Details - Investments
December 31, 2022

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
Medium Term Notes - GC 53601(k)												
20030NCR0	12414	COMCAST CORP		09/30/2020	5,000,000.00	4,923,800.00	5,190,403.76	3.700	A3	A-	0.703	04/15/2024
254687FK7	12319	The Walt Disney Company		09/06/2019	240,000.00	228,811.20	239,705.26	1.750	A2	BBB+	1.851	08/30/2024
291011BG8	12415	EMERSON ELECTRIC CO		09/30/2020	80,000.00	77,237.60	84,353.62	3.150	A2	A	0.848	06/01/2025
369550BG2	12588	General Dynamics Corp		04/27/2022	5,000,000.00	4,871,050.00	5,028,972.22	3.500	A3	A-	3.228	05/15/2025
369550BN7	12669	General Dynamics Corp		12/19/2022	10,000,000.00	8,878,500.00	9,004,512.08	1.150	A3	A-	4.317	06/01/2026
38141GXS8	12462	Goldman Sachs		02/17/2021	60,000.00	54,253.20	60,088.06	0.855	A2	BBB+	0.807	02/12/2026
38141GYE8	12515	Goldman Sachs		06/22/2021	10,000,000.00	9,620,400.00	9,989,744.82	0.657	A2	BBB+	0.746	09/10/2024
38141GXZ2	12555	Goldman Sachs		01/07/2022	5,000,000.00	4,946,150.00	4,991,334.25	0.673	A2	BBB+	0.946	03/08/2024
38141GZH0	12560	Goldman Sachs		01/24/2022	130,000.00	124,429.50	130,000.00	1.757	A2	BBB+	1.757	01/24/2025
437076CM2	12581	Home Depot Inc		03/28/2022	20,000.00	19,166.20	19,973.71	2.700	A2	A	2.760	04/15/2025
437076CA8	12616	Home Depot Inc		07/06/2022	65,000.00	59,811.70	62,703.22	2.500	A2	A	3.399	04/15/2027
437076CN0	12626	Home Depot Inc		10/28/2022	65,000.00	60,626.15	59,957.64	2.875	A2	A	4.911	04/15/2027
438516BW5	12370	Honeywell International		05/20/2020	100,000.00	96,010.00	102,028.11	2.300	A2	A	0.995	08/15/2024
438516CB0	12571	Honeywell International		02/25/2022	5,000,000.00	4,622,200.00	4,899,794.64	1.350	A2	A	2.214	06/01/2025
438516CB0	12574	Honeywell International		03/01/2022	65,000.00	60,088.60	63,667.45	1.350	A2	A	2.234	06/01/2025
438516BL9	12654	Honeywell International		12/09/2022	10,000,000.00	9,209,600.00	9,352,522.11	2.500	A2	A	4.354	11/01/2026
438516BL9	12659	Honeywell International		12/13/2022	2,600,000.00	2,394,496.00	2,425,861.37	2.500	A2	A	4.420	11/01/2026
02665WCZ2	12318	American Honda Finance		09/03/2019	200,000.00	192,694.00	201,069.53	2.400	A3	A-	2.021	06/27/2024
459200JZ5	12527	IBM Corp Notes		07/23/2021	120,000.00	114,176.40	128,671.83	3.300	A3	A-	1.094	05/15/2026
459200JY8	12587	IBM Corp Notes		04/27/2022	5,000,000.00	4,862,650.00	4,993,038.48	3.000	A3	A-	3.105	05/15/2024
459200KH3	12604	IBM Corp Notes		06/03/2022	70,000.00	61,487.30	64,721.62	1.700	A3	A-	3.598	05/15/2027
458140BY5	12624	IBM Corp Notes		08/19/2022	120,000.00	115,281.60	119,521.03	3.750	A1	A+	3.846	08/05/2027
458140BP4	12590	INTEL CORP		04/27/2022	5,000,000.00	4,874,350.00	5,020,675.38	3.400	A1	A+	3.199	03/25/2025
458140AU4	12631	INTEL CORP		11/04/2022	5,000,000.00	4,660,600.00	4,619,506.35	2.600	A1	A+	5.086	05/19/2026
24422EVH9	12374	John Deere Capital Corp		06/04/2020	3,340,000.00	3,271,563.40	3,339,546.41	0.700	A2	A	0.726	07/05/2023
24422EVH9	12382	John Deere Capital Corp		06/30/2020	5,000,000.00	4,897,550.00	5,003,722.40	0.700	A2	A	0.553	07/05/2023
24422EUX5	12446	John Deere Capital Corp		12/11/2020	5,000,000.00	4,870,550.00	5,121,205.40	2.600	A2	A	0.531	03/07/2024
24422EWA3	12573	John Deere Capital Corp		02/28/2022	65,000.00	57,960.50	63,499.42	1.700	A2	A	2.309	01/11/2027
24422EWK1	12641	John Deere Capital Corp		11/28/2022	150,000.00	147,108.00	146,920.49	4.150	A2	A	4.640	09/15/2027
46647PBZ8	12473	JP Morgan Chase		03/16/2021	65,000.00	64,316.20	65,000.00	0.697	A1	A-	0.697	03/16/2024
46647PBQ8	12482	JP Morgan Chase		04/05/2021	3,900,000.00	3,836,430.00	3,935,840.52	1.514	A1	A-	0.557	06/01/2024
46647PCH7	12510	JP Morgan Chase		06/01/2021	165,000.00	153,804.75	165,000.00	0.824	A1	A-	0.824	06/01/2025
46647PCH7	12517	JP Morgan Chase		06/22/2021	10,000,000.00	9,321,500.00	9,982,955.60	0.824	A1	A-	0.920	06/01/2025
46625HRV4	12545	JP Morgan Chase		11/23/2021	125,000.00	116,578.75	130,499.82	2.950	A1	A-	1.830	10/01/2026
46647PCH7	12561	JP Morgan Chase		01/24/2022	10,000,000.00	9,321,500.00	9,862,976.80	0.824	A1	A-	1.651	06/01/2025
46647PBZ8	12593	JP Morgan Chase		04/27/2022	10,000,000.00	9,894,800.00	9,870,076.58	0.697	A1	A-	3.033	03/16/2024
539830BH1	12528B	Lockheed Martin Corp		07/23/2021	58,000.00	56,341.20	62,236.56	3.550	A3	A-	0.947	01/15/2026
57636QAB0	12282	MASTERCARD INC		04/04/2019	250,000.00	245,407.50	251,963.90	3.375	A1	A+	2.699	04/01/2024

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Exhibit B
Monterey County
Portfolio Management
Portfolio Details - Investments
December 31, 2022

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
Medium Term Notes - GC 53601(k)												
57636QAN4	12600	MASTERCARD INC		05/20/2022	5,000,000.00	4,729,800.00	4,898,410.17	2.000	A1	A+	2.981	03/03/2025
57636QAR5	12625	MASTERCARD INC		10/06/2022	65,000.00	61,904.05	62,096.44	3.300	A1	A+	4.475	03/26/2027
58933YAR6	12469	MERCK & CO INC		03/09/2021	125,000.00	119,782.50	129,487.57	2.750	A1	A+	0.897	02/10/2025
58933YAY1	12610	MERCK & CO INC		06/30/2022	5,000,000.00	4,427,000.00	4,585,256.47	0.750	A1	A+	3.585	02/24/2026
58933YAR6	12664	MERCK & CO INC		12/15/2022	10,000,000.00	9,582,600.00	9,647,921.94	2.750	A1	A+	4.520	02/10/2025
6174468W2	12458	Morgan Stanley		01/25/2021	100,000.00	99,329.00	100,000.00	0.529	A1	A-	0.529	01/25/2024
61772BAA1	12491	Morgan Stanley		04/22/2021	15,000.00	14,784.90	15,000.00	0.731	A1	A-	0.731	04/05/2024
61772BAA1	12492	Morgan Stanley		04/22/2021	50,000.00	49,283.00	50,024.77	0.731	A1	A-	0.671	04/05/2024
6174468R3	12516	Morgan Stanley		06/22/2021	5,000,000.00	4,587,400.00	4,999,157.79	0.864	A1	A-	0.872	10/21/2025
61747YEA9	12519	Morgan Stanley		06/24/2021	10,000,000.00	9,296,900.00	9,974,470.06	0.790	A1	A-	0.934	05/30/2025
654106AH6	12633	NIKE INC		11/04/2022	15,000,000.00	14,327,100.00	14,181,858.63	2.400	A1	AA-	5.015	03/27/2025
66989HAP3	12412	Novartis Capital Corp		09/22/2020	125,000.00	117,810.00	127,961.93	1.750	A1	AA-	0.594	02/14/2025
641062AU8	12529	Nestle Holdings Inc.		09/14/2021	195,000.00	181,771.20	195,000.00	0.606	N/A	AA-	0.606	09/14/2024
665859AW4	12598	Northern Trust Corp		05/12/2022	75,000.00	73,257.00	75,439.81	4.000	A2	A+	3.849	05/10/2027
63743HFC1	12564	National Rural Util Coop		02/07/2022	40,000.00	37,510.80	39,999.16	1.875	A2	A-	1.876	02/07/2025
69371RR99	12634	PACCAR FINANCIAL CORP		11/04/2022	12,000,000.00	11,629,800.00	11,568,486.26	3.550	A1	A+	5.041	08/11/2025
713448CT3	12627	Pepsico Inc Corp Note		10/31/2022	6,950,000.00	6,645,520.50	6,647,498.08	2.750	A1	A+	4.753	04/30/2025
717081ES8	12280	PFIZER INC		04/04/2019	250,000.00	244,400.00	250,723.13	2.950	A1	A+	2.692	03/15/2024
717081ES8	12402	PFIZER INC		09/16/2020	5,000,000.00	4,888,000.00	5,143,626.77	2.950	A1	A+	0.486	03/15/2024
693475AT2	12642	PNC Bank NA		11/28/2022	200,000.00	186,754.00	186,004.68	3.150	A3	A-	4.949	05/19/2027
693475BB0	12638	PNC FINANCIAL SERVICES		11/18/2022	5,000,000.00	4,388,850.00	4,397,788.70	1.150	A3	A-	4.829	08/13/2026
693475AX3	12650	PNC FINANCIAL SERVICES		11/30/2022	5,000,000.00	4,628,350.00	4,642,983.02	2.600	A3	A-	4.809	07/23/2026
857477BM4	12575	State Street Corp		03/14/2022	125,000.00	118,880.00	125,605.17	2.901	A1	A	2.742	03/30/2026
857477BE2	12576	State Street Corp		03/17/2022	5,000,000.00	4,768,800.00	4,958,464.72	2.354	A1	A	2.776	11/01/2025
857477BE2	12599	State Street Corp		05/18/2022	8,625,000.00	8,226,180.00	8,442,184.69	2.354	A1	A	3.461	11/01/2025
857477BX0	12630	State Street Corp		11/04/2022	10,000,000.00	10,236,200.00	9,992,124.58	5.751	A1	A	5.781	11/04/2026
89788MAH5	12619	TRUIST FINANCIAL CORP		07/28/2022	85,000.00	83,517.60	85,000.00	4.260	A3	A-	4.260	07/28/2026
89236TGT6	12358	Toyota Motor Corporation		02/21/2020	130,000.00	122,158.40	129,882.26	1.800	A1	A+	1.845	02/13/2025
89236THF5	12401	Toyota Motor Corporation		09/16/2020	5,000,000.00	4,864,900.00	5,001,255.44	0.500	A1	A+	0.459	08/14/2023
89236TGT6	12485	Toyota Motor Corporation		04/13/2021	5,000,000.00	4,698,400.00	5,093,621.09	1.800	A1	A+	0.898	02/13/2025
89236TJT3	12556	Toyota Motor Corporation		01/13/2022	5,000,000.00	4,681,450.00	4,998,407.22	1.450	A1	A+	1.466	01/13/2025
89236TJT3	12557	Toyota Motor Corporation		01/13/2022	65,000.00	60,858.85	64,940.97	1.450	A1	A+	1.495	01/13/2025
87612EBM7	12558	TARGET CORP		01/24/2022	35,000.00	31,772.65	34,951.70	1.950	A2	A	1.986	01/15/2027
87612EBM7	12559	TARGET CORP		01/24/2022	65,000.00	59,006.35	65,037.47	1.950	A2	A	1.935	01/15/2027
87612EBL9	12577	TARGET CORP		03/17/2022	5,000,000.00	4,743,350.00	4,969,657.76	2.250	A2	A	2.527	04/15/2025
904764BG1	12369	Unilever Capital Corp		05/20/2020	60,000.00	58,876.20	61,552.67	3.250	A1	A+	0.968	03/07/2024
91324PDM1	12398	United Heal h Group Inc		08/19/2020	2,125,000.00	2,090,702.50	2,194,008.09	3.500	A3	A+	0.573	02/15/2024
91324PEB4	12508	United Heal h Group Inc		05/19/2021	5,000,000.00	4,717,500.00	5,000,068.87	0.550	A3	A+	0.549	05/15/2024

Exhibit B
Monterey County
Portfolio Management
Portfolio Details - Investments
December 31, 2022

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
Medium Term Notes - GC 53601(k)												
91324PEB4	12509	United Heal h Group Inc		05/19/2021	4,455,000.00	4,203,292.50	4,452,872.86	0.550	A3	A+	0.585	05/15/2024
91159HHX1	12313	US BANCORP		08/06/2019	200,000.00	192,268.00	200,386.31	2.400	A2	A+	2.270	07/30/2024
91159HHX1	12405	US BANCORP		09/17/2020	5,000,000.00	4,806,700.00	5,143,148.64	2.400	A2	A+	0.525	07/30/2024
92826CAD4	12629	Visa Inc		10/31/2022	10,000,000.00	9,640,700.00	9,573,758.77	3.150	Aa3	AA-	4.718	12/14/2025
931142DP5	12447	Walmart Inc		12/11/2020	5,000,000.00	4,898,150.00	5,171,247.98	3.300	Aa2	AA	0.449	04/22/2024
931142EM1	12572	Walmart Inc		02/25/2022	60,000.00	57,696.60	61,809.88	3.050	Aa2	AA	2.114	07/08/2026
931142ER0	12637	Walmart Inc		11/17/2022	10,000,000.00	8,855,600.00	8,858,107.25	1.050	Aa2	AA	4.429	09/17/2026
931142EW9	12655	Walmart Inc		12/09/2022	10,000,000.00	9,847,900.00	9,902,808.89	3.900	Aa2	AA	4.285	09/09/2025
Subtotal and Average			392,039,917.07		498,168,000.00	473,277,182.40	487,471,497.08				2.600	
Negotiable CDs - GC 53601(i)												
05586FR41	12601	BNP Paribas NY		05/31/2022	25,000,000.00	24,764,500.00	25,000,000.00	2.700	N/A	A-1	2.700	05/31/2023
22552G6R6	12563A	Credit Suisse		02/04/2022	23,775,000.00	23,684,655.00	23,775,000.00	1.100	N/A	A-1	1.100	02/03/2023
86565FKG6	12596	Sumitomo Mitsui Bank NY		04/27/2022	26,000,000.00	25,820,860.00	26,000,000.00	2.700	N/A	A-1	2.700	04/26/2023
89114WTL9	12582	Toronto Dominion Bank		03/29/2022	25,000,000.00	24,849,250.00	25,000,000.00	2.150	N/A	N/A	2.150	03/28/2023
Subtotal and Average			100,600,543.48		99,775,000.00	99,119,265.00	99,775,000.00				2.181	
Commercial Paper Disc.- GC 53601(h)												
22533UT60	12658	Credit Agricole CIB NY		12/09/2022	25,000,000.00	24,468,500.00	24,469,166.67	4.900	P-1	A-1	5.022	06/06/2023
62479MVB6	12635	MUFG Bank LTD/NY		11/15/2022	25,000,000.00	24,217,750.00	24,184,458.33	5.290	P-1	A-1	5.508	08/11/2023
78015DNL0	12592	Royal Bank of Canada		04/27/2022	30,000,000.00	29,937,600.00	29,965,008.33	2.210	P-1	A-1+	2.247	01/20/2023
Subtotal and Average			78,187,921.69		80,000,000.00	78,623,850.00	78,618,633.33				4.114	
Fed Agcy Coupon Sec - GC 53601(f)												
3133EN3M0	12651	Federal Farm Credit Bank		12/05/2022	10,000,000.00	10,008,700.00	9,992,896.14	4.625		AA+	4.664	12/05/2024
3133EMTQ5	12657	Federal Farm Credit Bank		12/09/2022	15,000,000.00	13,778,400.00	13,820,012.71	0.700	Aaa	AA+	4.481	03/17/2025
3130AFW94	12264	Federal Home Loan Bank		02/15/2019	370,000.00	360,905.40	369,707.15	2.500		AA+	2.576	02/13/2024
3130AJM22	12407	Federal Home Loan Bank		09/18/2020	12,535,000.00	11,714,458.90	12,565,565.98	0.440	Aaa	AA+	0.292	08/28/2024
3130AKJW7	12451	Federal Home Loan Bank		12/16/2020	25,000,000.00	22,304,000.00	25,014,785.99	0.600	Aaa	AA+	0.580	12/15/2025
3130AFBC0	12649	Federal Home Loan Bank		11/30/2022	20,320,000.00	19,853,249.60	19,872,851.29	3.250		AA+	4.611	09/13/2024
3130ATUQ8	12662	Federal Home Loan Bank		12/14/2022	20,415,000.00	20,377,844.70	20,421,086.34	4.750	Aaa	AA+	4.725	03/08/2024
3130ATVC8	12663	Federal Home Loan Bank		12/14/2022	15,000,000.00	15,018,150.00	15,049,249.17	4.875	Aaa	AA+	4.631	06/14/2024
3137EAES4	12384	Federal Home Loan Mtg Corp		06/30/2020	25,000,000.00	24,484,000.00	24,993,860.36	0.250	Aaa	AA+	0.301	06/26/2023
3137EAEU9	12391	Federal Home Loan Mtg Corp		07/23/2020	155,000.00	140,267.25	154,605.03	0.375		AA+	0.476	07/21/2025
3137EAES4	12395	Federal Home Loan Mtg Corp		08/17/2020	22,635,000.00	22,167,813.60	22,632,151.38	0.250	Aaa	AA+	0.276	06/26/2023
3137EAEW5	12399	Federal Home Loan Mtg Corp		09/04/2020	15,000,000.00	14,548,650.00	15,001,695.28	0.250	Aaa	AA+	0.233	09/08/2023
3137EAEW5	12400	Federal Home Loan Mtg Corp		09/04/2020	290,000.00	281,273.90	290,032.78	0.250	Aaa	AA+	0.233	09/08/2023
3137EAEW5	12409	Federal Home Loan Mtg Corp		09/18/2020	25,000,000.00	24,247,750.00	25,001,962.15	0.250	Aaa	AA+	0.239	09/08/2023

Exhibit B
Monterey County
Portfolio Management
Portfolio Details - Investments
December 31, 2022

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
Fed Agcy Coupon Sec - GC 53601(f)												
3137EAEV7	12411	Federal Home Loan Mtg Corp		09/18/2020	25,000,000.00	24,272,000.00	25,001,048.06	0.250	Aaa	AA+	0.243	08/24/2023
3137EAEV7	12413	Federal Home Loan Mtg Corp		09/30/2020	25,000,000.00	24,272,000.00	25,003,403.50	0.250	Aaa	AA+	0.229	08/24/2023
3134GWVB9	12420	Federal Home Loan Mtg Corp		10/15/2020	10,650,000.00	9,571,794.00	10,645,576.43	0.550	Aaa	N/A	0.565	09/29/2025
3137EAEY1	12421	Federal Home Loan Mtg Corp		10/16/2020	250,000.00	241,122.50	249,780.97	0.125	N/A	AA+	0.236	10/16/2023
3137EAEZ8	12429	Federal Home Loan Mtg Corp		11/05/2020	29,545,000.00	28,423,767.25	29,537,497.59	0.250	N/A	AA+	0.280	11/06/2023
3134GXBD5	12448	Federal Home Loan Mtg Corp		12/11/2020	25,000,000.00	23,513,500.00	24,996,497.16	0.360	Aaa	N/A	0.370	05/15/2024
3135G0V34	12263	Federal National Mtg Assn		02/08/2019	335,000.00	326,960.00	334,726.77	2.500		AA+	2.580	02/05/2024
3135G03U5	12366	Federal National Mtg Assn		04/24/2020	470,000.00	431,807.80	469,552.52	0.625	Aaa	AA+	0.667	04/22/2025
3135G04Q3	12372	Federal National Mtg Assn		05/22/2020	240,000.00	235,996.80	239,905.69	0.250	Aaa	AA+	0.351	05/22/2023
3135G03U5	12373	Federal National Mtg Assn		06/03/2020	450,000.00	413,433.00	451,313.82	0.625	Aaa	AA+	0.497	04/22/2025
3135G04Z3	12380	Federal National Mtg Assn		06/19/2020	545,000.00	495,900.95	544,444.08	0.500	Aaa	AA+	0.542	06/17/2025
3135G04Q3	12381	Federal National Mtg Assn		06/30/2020	31,000,000.00	30,482,920.00	30,997,734.80	0.250	Aaa	AA+	0.269	05/22/2023
3135G05G4	12385	Federal National Mtg Assn		07/10/2020	515,000.00	502,923.25	514,806.23	0.250	Aaa	AA+	0.322	07/10/2023
3135G04Z3	12386	Federal National Mtg Assn		07/10/2020	950,000.00	864,414.50	951,023.11	0.500	Aaa	AA+	0.456	06/17/2025
3135G05R0	12394	Federal National Mtg Assn		08/12/2020	15,000,000.00	14,612,850.00	14,994,514.84	0.300	Aaa	AA+	0.360	08/10/2023
3135G05G4	12396	Federal National Mtg Assn		08/17/2020	15,000,000.00	14,648,250.00	14,998,640.94	0.250	Aaa	AA+	0.267	07/10/2023
3135G05G4	12408	Federal National Mtg Assn		09/18/2020	25,000,000.00	24,413,750.00	25,000,420.21	0.250	Aaa	AA+	0.247	07/10/2023
3135G0V75	12416	Federal National Mtg Assn		09/30/2020	13,800,000.00	13,210,050.00	14,116,633.86	1.750	Aaa	AA+	0.216	07/02/2024
3135G06H1	12440	Federal National Mtg Assn		11/25/2020	25,000,000.00	24,014,750.00	24,996,083.18	0.250	N/A	AA+	0.267	11/27/2023
Subtotal and Average			390,324,209.58		450,470,000.00	434,233,653.40	449,224,065.51				1.069	
Federal Agency Disc.-GC 53601(f)												
313384JF7	12666	FED HOME LN DISCOUNT NT		12/16/2022	25,000,000.00	24,399,750.00	24,372,746.52	4.585	N/A	N/A	4.713	07/17/2023
Subtotal and Average			4,234,585.45		25,000,000.00	24,399,750.00	24,372,746.52				4.713	
US Treasury Note-GC 53601(b)												
912828V23	12260C	U.S. Treasury		01/31/2019	500,000.00	487,680.00	498,558.32	2.250	Aaa	N/A	2.560	12/31/2023
912828U57	12261	U.S. Treasury		02/08/2019	500,000.00	488,320.00	498,407.36	2.125	Aaa	N/A	2.498	11/30/2023
9128286G0	12274	U.S. Treasury		03/07/2019	400,000.00	389,580.00	399,210.10	2.375	Aaa	N/A	0.000	02/29/2024
912828WJ5	12305	U.S. Treasury		06/06/2019	500,000.00	485,315.00	503,743.94	2.500	Aaa	N/A	1.924	05/15/2024
912828S35	12309	U.S. Treasury		07/12/2019	750,000.00	738,195.00	748,438.71	1.375	Aaa	N/A	1.815	06/30/2023
912828YM6	12331	U.S. Treasury		11/19/2019	170,000.00	161,068.20	169,501.19	1.500	Aaa	N/A	1.668	10/31/2024
912828Z52	12352	U.S. Treasury		02/05/2020	500,000.00	469,920.00	500,016.31	1.375	Aaa	N/A	1.373	01/31/2025
912828YM6	12353	U.S. Treasury		02/05/2020	500,000.00	473,730.00	501,072.50	1.500	Aaa	N/A	1.378	10/31/2024
912828YY0	12354A	U.S. Treasury		02/05/2020	370,000.00	351,211.40	372,680.40	1.750	N/A	N/A	1.374	12/31/2024
912828ZC7	12362	U.S. Treasury		03/04/2020	400,000.00	373,392.00	402,483.22	1.125	Aaa	N/A	0.831	02/28/2025
91282CAP6	12419	U.S. Treasury		10/15/2020	20,300,000.00	19,584,019.00	20,292,310.01	0.125	Aaa	N/A	0.173	10/15/2023
91282CAP6	12441	U.S. Treasury		12/01/2020	20,900,000.00	20,162,857.00	20,890,162.62	0.125	Aaa	N/A	0.185	10/15/2023

Exhibit B
Monterey County
Portfolio Management
Portfolio Details - Investments
December 31, 2022

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
US Treasury Note-GC 53601(b)												
91282CAZ4	12443	U.S. Treasury		12/08/2020	325,000.00	290,696.25	324,836.54	0.375	Aaa	N/A	0.392	11/30/2025
91282CBA8	12452	U.S. Treasury		12/16/2020	25,000,000.00	23,948,250.00	24,987,884.91	0.125	Aaa	N/A	0.175	12/15/2023
91282CAW1	12454	U.S. Treasury		12/22/2020	25,000,000.00	24,039,000.00	25,020,840.10	0.250	Aaa	N/A	0.154	11/15/2023
91282CBA8	12455	U.S. Treasury		12/22/2020	25,000,000.00	23,948,250.00	24,990,316.95	0.125	Aaa	N/A	0.166	12/15/2023
912828YE4	12456	U.S. Treasury		12/22/2020	25,000,000.00	23,667,000.00	25,424,610.53	1.250	Aaa	N/A	0.224	08/31/2024
912828YM6	12457	U.S. Treasury		12/22/2020	22,500,000.00	21,317,850.00	23,017,045.76	1.500	Aaa	N/A	0.238	10/31/2024
91282CBE0	12459	U.S. Treasury		02/01/2021	20,000,000.00	19,069,800.00	19,988,738.55	0.125	Aaa	N/A	0.179	01/15/2024
91282CBM2	12461	U.S. Treasury		02/16/2021	14,400,000.00	13,681,728.00	14,389,670.36	0.125	Aaa	N/A	0.189	02/15/2024
91282CBM2	12463	U.S. Treasury		02/26/2021	10,000,000.00	9,501,200.00	9,977,542.67	0.125	Aaa	N/A	0.326	02/15/2024
912828ZF0	12464	U.S. Treasury		03/01/2021	25,000,000.00	22,961,000.00	24,959,182.18	0.500	Aaa	N/A	0.574	03/31/2025
91282CAB7	12465	U.S. Treasury		03/01/2021	30,000,000.00	27,071,400.00	29,689,975.50	0.250	Aaa	N/A	0.657	07/31/2025
91282CBQ3	12466	U.S. Treasury		03/04/2021	250,000.00	222,765.00	248,224.84	0.500	Aaa	N/A	0.729	02/28/2026
91282CBH3	12467	U.S. Treasury		03/04/2021	250,000.00	222,432.50	247,382.76	0.375	Aaa	N/A	0.721	01/31/2026
912828P46	12470	U.S. Treasury		03/09/2021	500,000.00	462,420.00	512,279.07	1.625	Aaa	N/A	0.821	02/15/2026
91282CBM2	12472	U.S. Treasury		03/09/2021	500,000.00	475,060.00	498,895.48	0.125	Aaa	N/A	0.322	02/15/2024
91282CBR1	12475	U.S. Treasury		03/23/2021	200,000.00	189,602.00	199,832.93	0.250	Aaa	N/A	0.320	03/15/2024
912828ZF0	12476	U.S. Treasury		03/26/2021	250,000.00	229,610.00	249,584.86	0.500	Aaa	N/A	0.575	03/31/2025
912828YH7	12477	U.S. Treasury		03/31/2021	25,000,000.00	23,739,250.00	25,441,832.30	1.500	Aaa	N/A	0.478	09/30/2024
9128286Z8	12480	U.S. Treasury		03/31/2021	19,000,000.00	18,207,320.00	19,377,922.87	1.750	Aaa	N/A	0.409	06/30/2024
91282CBR1	12484	U.S. Treasury		04/06/2021	250,000.00	237,002.50	249,668.69	0.250	Aaa	N/A	0.361	03/15/2024
91282CBC4	12486	U.S. Treasury		04/12/2021	250,000.00	223,427.50	246,818.04	0.375	Aaa	N/A	0.809	12/31/2025
91282CBV2	12487	U.S. Treasury		04/15/2021	22,000,000.00	20,817,500.00	22,003,316.75	0.375	Aaa	N/A	0.363	04/15/2024
91282CBV2	12494	U.S. Treasury		04/30/2021	20,000,000.00	18,925,000.00	20,009,510.87	0.375	Aaa	N/A	0.338	04/15/2024
912828XX3	12495	U.S. Treasury		04/30/2021	500,000.00	480,880.00	511,991.31	2.000	Aaa	N/A	0.385	06/30/2024
91282CBR1	12496	U.S. Treasury		05/05/2021	250,000.00	237,002.50	249,876.92	0.250	Aaa	N/A	0.291	03/15/2024
91282CBE0	12499	U.S. Treasury		05/11/2021	25,000,000.00	23,837,250.00	24,969,377.43	0.125	Aaa	N/A	0.243	01/15/2024
91282CAK7	12500	U.S. Treasury		05/11/2021	25,000,000.00	24,215,750.00	24,987,407.24	0.125	Aaa	N/A	0.196	09/15/2023
91282CBR1	12505	U.S. Treasury		05/13/2021	13,200,000.00	12,513,732.00	13,195,197.78	0.250	Aaa	N/A	0.280	03/15/2024
912828YE4	12511	U.S. Treasury		06/02/2021	15,000,000.00	14,200,200.00	15,217,775.09	1.250	Aaa	N/A	0.371	08/31/2024
91282CCF6	12513	U.S. Treasury		06/07/2021	200,000.00	178,368.00	199,769.88	0.750		N/A	0.784	05/31/2026
91282CBW0	12518	U.S. Treasury		06/25/2021	250,000.00	223,487.50	249,021.29	0.750	Aaa	N/A	0.870	04/30/2026
9128282N9	12520	U.S. Treasury		06/30/2021	25,000,000.00	24,046,000.00	25,642,473.28	2.125	Aaa	N/A	0.484	07/31/2024
91282CCG4	12521	U.S. Treasury		06/30/2021	30,000,000.00	28,155,600.00	29,903,868.31	0.250	Aaa	N/A	0.472	06/15/2024
9128282Y5	12522	U.S. Treasury		06/30/2021	22,000,000.00	21,112,300.00	22,613,355.04	2.125	Aaa	N/A	0.513	09/30/2024
91282CBX8	12532	U.S. Treasury		09/30/2021	20,750,000.00	20,464,687.50	20,744,316.34	0.125	Aaa	N/A	0.209	04/30/2023
912828YV6	12533	U.S. Treasury		09/30/2021	20,000,000.00	18,925,000.00	20,350,217.43	1.500	Aaa	N/A	0.575	11/30/2024
912828YM6	12534	U.S. Treasury		09/30/2021	20,000,000.00	18,949,200.00	20,344,109.08	1.500	Aaa	N/A	0.551	10/31/2024
91282CBC4	12535	U.S. Treasury		10/06/2021	135,000.00	120,650.85	133,226.99	0.375	Aaa	N/A	0.822	12/31/2025

Portfolio INVT

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Exhibit B
Monterey County
Portfolio Management
Portfolio Details - Investments
December 31, 2022

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
US Treasury Note-GC 53601(b)												
912828ZL7	12537	U.S. Treasury		11/02/2021	20,000,000.00	18,253,200.00	19,747,395.83	0.375	Aaa	N/A	0.927	04/30/2025
91282CAB7	12538	U.S. Treasury		11/02/2021	20,000,000.00	18,047,600.00	19,629,608.63	0.250	Aaa	N/A	0.982	07/31/2025
91282CCJ8	12540	U.S. Treasury		11/09/2021	400,000.00	357,688.00	397,140.02	0.875	Aaa	N/A	1.085	06/30/2026
91282CCW9	12541	U.S. Treasury		11/09/2021	380,000.00	336,463.40	375,260.97	0.750	Aaa	N/A	1.100	08/31/2026
91282CAJ0	12543	U.S. Treasury		11/16/2021	26,000,000.00	23,379,720.00	25,443,064.71	0.250	Aaa	N/A	1.073	08/31/2025
91282CDH1	12549	U.S. Treasury		12/22/2021	24,000,000.00	22,400,640.00	23,943,686.26	0.750	Aaa	N/A	0.877	11/15/2024
91282CBR1	12550	U.S. Treasury		12/22/2021	25,000,000.00	23,700,250.00	24,860,431.94	0.250	Aaa	N/A	0.719	03/15/2024
9128283P3	12552	U.S. Treasury		12/22/2021	25,000,000.00	23,959,000.00	25,663,859.23	2.250	Aaa	N/A	0.899	12/31/2024
91282CCL3	12569	U.S. Treasury		02/25/2022	15,600,000.00	14,613,456.00	15,315,444.27	0.375	Aaa	N/A	1.588	07/15/2024
91282CCK5	12580	U.S. Treasury		03/22/2022	25,000,000.00	24,445,250.00	24,798,513.11	0.125	Aaa	N/A	1.782	06/30/2023
912828R28	12583	U.S. Treasury		03/31/2022	25,000,000.00	24,767,500.00	24,989,702.83	1.625	Aaa	N/A	1.753	04/30/2023
91282CBM2	12584	U.S. Treasury		03/31/2022	25,000,000.00	23,753,000.00	24,419,842.16	0.125	Aaa	N/A	2.248	02/15/2024
912828Z78	12585	U.S. Treasury		04/08/2022	350,000.00	315,997.50	333,613.38	1.500	Aaa	N/A	2.731	01/31/2027
91282CEF4	12586	U.S. Treasury		04/08/2022	350,000.00	328,440.00	347,190.80	2.500	Aaa	N/A	2.703	03/31/2027
9128284R8	12597	U.S. Treasury		05/02/2022	30,000,000.00	29,002,800.00	29,989,905.21	2.875	Aaa	N/A	2.889	05/31/2025
91282CET4	12602	U.S. Treasury		06/06/2022	450,000.00	424,179.00	444,491.92	2.625	Aaa	N/A	2.925	05/31/2027
912828V98	12603	U.S. Treasury		06/06/2022	450,000.00	418,765.50	437,913.65	2.250	Aaa	N/A	2.952	02/15/2027
91282CEN7	12605	U.S. Treasury		06/06/2022	450,000.00	426,447.00	446,600.12	2.750	Aaa	N/A	2.938	04/30/2027
91282CAT8	12606	U.S. Treasury		06/10/2022	27,000,000.00	24,142,860.00	24,987,021.23	0.250	Aaa	N/A	3.045	10/31/2025
91282CAM3	12611	U.S. Treasury		06/30/2022	44,000,000.00	39,507,160.00	40,687,139.76	0.250	Aaa	N/A	3.158	09/30/2025
912828ZW3	12612	U.S. Treasury		06/30/2022	45,000,000.00	40,765,500.00	41,927,303.65	0.250	Aaa	N/A	3.141	06/30/2025
912828X88	12613	U.S. Treasury		07/06/2022	400,000.00	372,924.00	391,332.14	2.375	Aaa	N/A	2.910	05/15/2027
9128286S4	12614	U.S. Treasury		07/06/2022	400,000.00	377,844.00	393,844.38	2.375	Aaa	N/A	2.866	04/30/2026
9128282A7	12615	U.S. Treasury		07/06/2022	400,000.00	364,592.00	380,953.86	1.500	Aaa	N/A	2.905	08/15/2026
91282CFE6	12622	U.S. Treasury		08/19/2022	450,000.00	436,887.00	447,935.73	3.125	Aaa	N/A	3.310	08/15/2025
91282CFB2	12623	U.S. Treasury		08/19/2022	400,000.00	394,607.30	394,607.30	2.750	Aaa	AA	3.069	07/31/2027
91282CDH1	12639	U.S. Treasury		11/18/2022	18,450,000.00	17,220,492.00	17,233,171.97	0.750	Aaa	N/A	4.473	11/15/2024
91282CFW6	12640	U.S. Treasury		11/18/2022	15,000,000.00	15,090,300.00	15,114,719.38	4.500	N/A	N/A	4.214	11/15/2025
9128283F5	12643	U.S. Treasury		11/28/2022	750,000.00	691,110.00	693,022.54	2.250	Aaa	N/A	3.984	11/15/2027
9128287B0	12644	U.S. Treasury		11/28/2022	750,000.00	695,827.50	695,523.83	1.875	Aaa	N/A	4.131	06/30/2026
91282CCZ2	12645	U.S. Treasury		11/28/2022	750,000.00	665,947.50	666,356.21	0.875	Aaa	N/A	4.125	09/30/2026
912828K74	12646	U.S. Treasury		11/28/2022	1,000,000.00	944,260.00	943,529.70	2.000	Aaa	N/A	4.304	08/15/2025
912828YE4	12647	U.S. Treasury		11/28/2022	1,000,000.00	946,680.00	946,359.04	1.250	Aaa	N/A	4.649	08/31/2024
9128286F2	12648	U.S. Treasury		11/28/2022	725,000.00	688,612.25	688,549.52	2.500	Aaa	N/A	4.218	02/28/2026
91282CDZ1	12652	U.S. Treasury		11/30/2022	19,500,000.00	18,355,935.00	18,345,611.46	1.500	Aaa	N/A	4.460	02/15/2025
91282CFA4	12656	U.S. Treasury		12/09/2022	7,500,000.00	7,315,425.00	7,332,929.20	3.000	N/A	N/A	4.475	07/31/2024
91282CFZ9	12660	U.S. Treasury		12/14/2022	500,000.00	497,265.00	502,185.11	3.875	Aaa	N/A	3.776	11/30/2027
91282CFM8	12661	U.S. Treasury		12/14/2022	470,000.00	471,762.50	476,159.85	4.125	Aaa	N/A	3.819	09/30/2027

Portfolio INVT

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Exhibit B
Monterey County
Portfolio Management
Portfolio Details - Investments
December 31, 2022

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
US Treasury Note-GC 53601(b)												
91282CFE6	12667	U.S. Treasury		12/19/2022	25,000,000.00	24,271,500.00	24,418,061.37	3.125	Aaa	N/A	4.069	08/15/2025
91282CFQ9	12670	U.S. Treasury		12/19/2022	25,000,000.00	24,928,750.00	25,034,486.12	4.375	Aaa	N/A	4.293	10/31/2024
91282CFK2	12671	U.S. Treasury		12/19/2022	17,965,000.00	17,605,700.00	17,744,739.19	3.500	Aaa	N/A	3.982	09/15/2025
Subtotal and Average			1,038,986,178.70		1,089,590,000.00	1,030,955,297.15	1,079,173,689.18				1.381	
Supranationals												
459058JV6	12488	Inter-America Devel BK		04/20/2021	190,000.00	187,446.40	189,940.46	0.126		AAA	0.230	04/20/2023
459058JV6	12489	Inter-America Devel BK		04/20/2021	5,000,000.00	4,932,800.00	4,998,713.19	0.126		AAA	0.210	04/20/2023
4581X0DM7	12365	INTER AMERICAN DEVEL BK		04/24/2020	270,000.00	265,615.20	269,988.17	0.500		AAA	0.511	05/24/2023
4581X0DZ8	12531	INTER AMERICAN DEVEL BK		09/23/2021	265,000.00	246,866.05	264,887.06	0.500	Aaa	AAA	0.525	09/23/2024
459058JM6	12437	INTL BK RECON & DEVELP		11/24/2020	355,000.00	341,229.55	354,771.73	0.250	N/A	AAA	0.322	11/24/2023
459058JM6	12438	INTL BK RECON & DEVELP		11/24/2020	21,955,000.00	21,103,365.55	21,940,882.73	0.250	N/A	AAA	0.322	11/24/2023
459058GX5	12503	INTL BK RECON & DEVELP		05/13/2021	15,000,000.00	14,804,700.00	15,116,000.00	1.876		AAA	0.214	06/19/2023
459056HV2	12504	INTL BK RECON & DEVELP		05/13/2021	15,000,000.00	14,245,950.00	15,257,692.41	1.500	Aaa	AAA	0.455	08/28/2024
Subtotal and Average			58,439,936.62		58,035,000.00	56,127,972.75	58,392,875.75				0.321	
Asset Backed Security(GNMA/CMO)												
14041NFY2	12547	Capital One Multi-Asset		11/30/2021	195,000.00	182,061.75	194,973.13	1.040	N/A	AAA	1.047	11/16/2026
Subtotal and Average			194,973.13		195,000.00	182,061.75	194,973.13				1.047	
Municipal Bonds												
13017HAK2	12435	California Earthquake Authorit		11/24/2020	55,000.00	54,072.15	55,000.00	1.477	N/A	N/A	1.477	07/01/2023
54438CYK2	12431	Los Angeles CCD		11/10/2020	100,000.00	90,421.00	100,000.00	0.773	Aaa	AA+	0.773	08/01/2025
544647FC9	12542	Los Angeles Unified SD		11/10/2021	80,000.00	71,509.60	80,000.00	1.455	Aa3	N/A	1.455	07/01/2026
646140DN0	12460	NJ TPK AUTH-B-TXBL		02/04/2021	55,000.00	51,023.50	55,000.00	0.897	A1	AA-	0.897	01/01/2025
650036DT0	12453	NY ST Urban		12/23/2020	270,000.00	248,813.10	270,000.00	0.870	N/A	AA+	0.870	03/15/2025
798306WP7	12422	SAN JUAN CA UNIF SCH		10/29/2020	55,000.00	49,761.25	55,000.00	0.852	Aa2	N/A	0.899	08/01/2025
798306WN2	12423	SAN JUAN CA UNIF SCH		10/29/2020	60,000.00	56,279.40	60,000.00	0.702	Aa2	N/A	0.702	08/01/2024
574193TQ1	12392	State of Maryland		08/05/2020	110,000.00	103,099.70	109,987.77	0.510	Aaa	AAA	0.517	08/01/2024
91412HFM0	12388	University of California		07/16/2020	55,000.00	50,444.35	55,000.00	0.933	Aa2	AA	0.933	05/15/2025
977123X78	12389	Wisconsin St Transport		07/30/2020	140,000.00	127,428.00	140,000.00	0.774	N/A	AAA	0.774	07/01/2025
977123X60	12390	Wisconsin St Transport		07/30/2020	140,000.00	131,986.40	140,000.00	0.624	N/A	AAA	0.624	07/01/2024
Subtotal and Average			1,119,986.83		1,120,000.00	1,034,838.45	1,119,987.77				0.852	

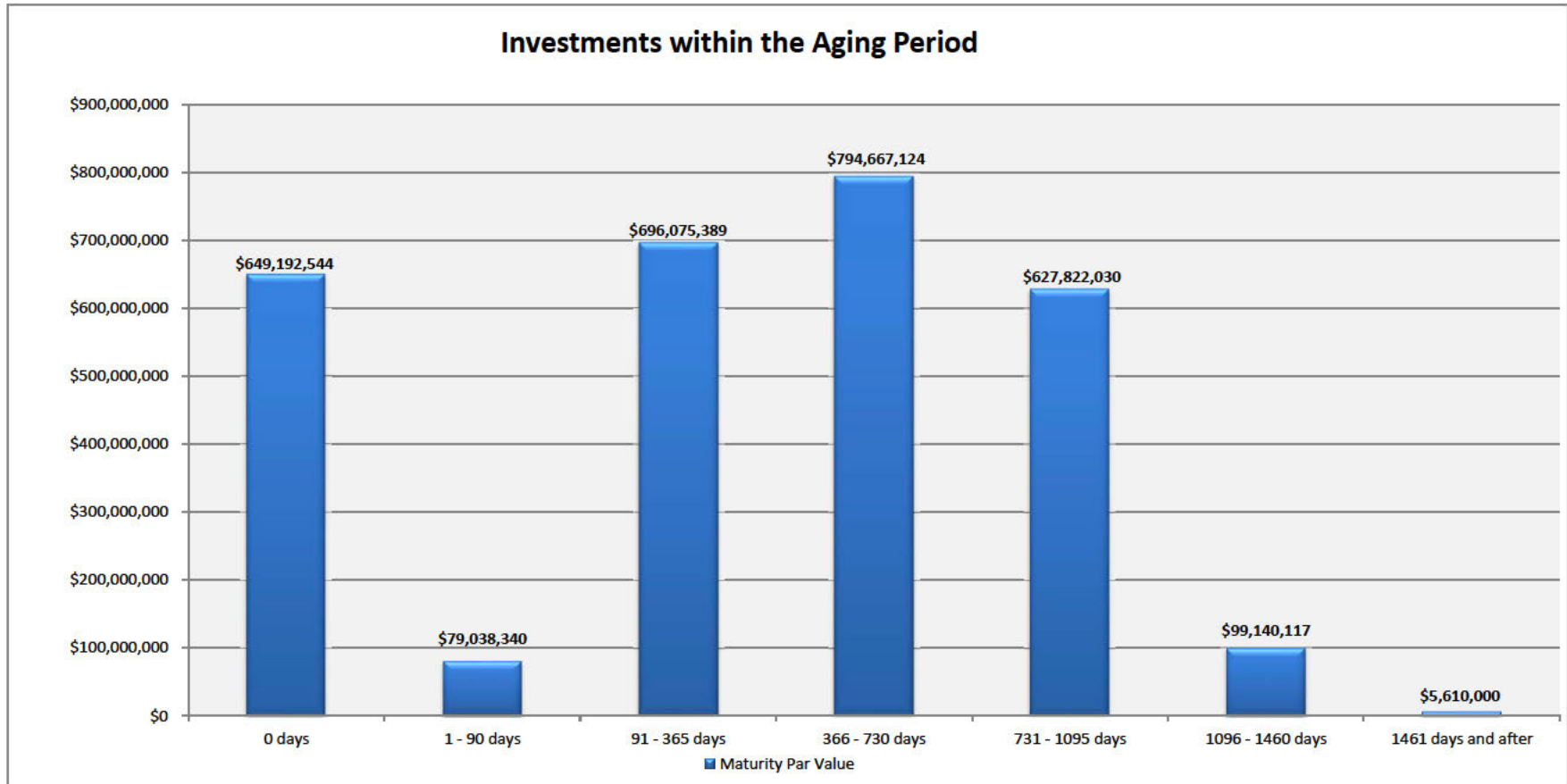
Exhibit B
Monterey County
Portfolio Management
Portfolio Details - Investments
December 31, 2022

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM
Total and Average			2,657,284,109.03		2,951,545,543.81	2,847,146,414.71	2,927,536,012.08				2.228



Exhibit C Monterey County Aging Summary By Maturity Date As of January 1, 2023

Aging Interval:				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
0 days	(01/01/2023 - 01/01/2023)	10 Maturities		649,192,543.81	22.00%	649,192,543.81	649,192,543.81
1 - 90 days	(01/02/2023 - 04/01/2023)	4 Maturities		79,038,340.03	2.68%	78,990,345.23	78,720,927.50
91 - 365 days	(04/02/2023 - 01/01/2024)	50 Maturities		696,075,389.38	23.58%	693,906,028.10	677,769,606.25
366 - 730 days	(01/02/2024 - 12/31/2024)	93 Maturities		794,667,124.25	26.92%	798,386,787.21	760,674,582.85
731 - 1095 days	(01/01/2025 - 12/31/2025)	79 Maturities		627,822,029.77	21.27%	610,093,345.20	584,729,922.75
1096 - 1460 days	(01/01/2026 - 12/31/2026)	39 Maturities		99,140,116.55	3.36%	91,497,204.89	90,743,207.30
1461 days and after	(01/01/2027 -)	22 Maturities		5,610,000.00	0.19%	5,469,757.64	5,315,624.25
Total for 297 Investments				2,951,545,543.79	100.00	2,927,536,012.08	2,847,146,414.71



*Totals may differ due to rounding.