

Regular Meeting of the Board of Trustees Board Packet

Tuesday, May 12, 2026 at 3:00pm

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PACIFIC VIEW CHARTER SCHOOL

A California Public School and Nonprofit 501(c)(3) Corporation
3670 Ocean Ranch Blvd., Oceanside, CA 92056 | (760) 757-0161
22695 Alessandro Blvd., Moreno Valley, CA 92533 | Phone # (951) 697-1990



Agenda - Regular Meeting of the Board of Trustees

Tuesday, May 12, 2026 at 3:00pm

1 OPEN SESSION

- 1.1 Call To Order
- 1.2 Roll Call
- 1.3 Pledge Of Allegiance
- 1.4 Introductions

2 APPROVAL OF AGENDA

3 CONSENT AGENDA

- 3.1 [Meeting Minutes from April 21, 2026](#)

4 PUBLIC COMMENTS

5 ACTION AND DISCUSSION ITEMS

5.1 **Discussion:**

- 5.1.1 [Executive Director's Report](#)

5.2 **Action: Fiscal & Operations**

- 5.2.1 Consideration and Approval of: [Board Warrant List for April 2026](#)
- 5.2.2 Consideration and Approval of: [Form 990](#)

5.3 **Action: Administrative**

- 5.3.1 Consideration and Approval of: [PVCS Bylaws Revision](#)
- 5.3.2 Consideration and Approval of: [Amendment of Articles of Incorporation](#)
- 5.3.3 Consideration and Approval of: [Student Policy #1](#)
- 5.3.4 Consideration and Approval of: [Student Policy #6](#)
- 5.3.5 Consideration and Approval of: [2027-2032 Petition for Charter Renewal](#)

5.4 **Action: Curriculum & Instruction**

- 5.4.1 Consideration and Approval of: [Driver's Education Course Outline](#)

5.5 **Action: Personnel**

- 5.5.1 Consideration and Approval of: [26-27 Employee Handbook](#)
- 5.5.2 Consideration and Approval of: [School Counselor Job Description](#)

6 INFORMATION ITEMS

- 6.1 Board/Staff Communication and Announcements: Save the Dates ~
Promotion - Tuesday, May 19
Graduation - Wednesday, May 20
- 6.2 Important Dates:
Upcoming Board Meeting - June 23 at 3:00 pm

7 ADJOURNMENT

Mission: The Pacific View Charter School community is focused on the success of each student and partners with parents/guardians in the education of their children. The school is committed to providing a safe and inclusive educational environment for all students. Highly skilled credentialed teachers guide the learning process using personalized learning, resources, and curriculum to prepare students for colleges and/or careers.

Public Comments: Members of the public may speak on items not listed on the agenda for 3 minutes each not to exceed 20 minutes for all topics. Extra time may be granted as needed. Board members will not respond to presentations and no action can be taken

Consent Items: Unless a trustee pulls an item, one board vote will approve all items without discussion..

Closed Session: Allowed per Gov. Ed. Code on student discipline (48900), confidential matters (35146), potential or pending litigation (54956.9), personnel (54957), labor (3540-3549.3) or property negotiations (54956.8, 54957.1(a)).

American with Disabilities Act: For accommodations related to disabilities to attend/participate in meetings call 760-757-0161 at least 24 hours prior to.

Brown Act: Agendas can be reviewed at 3670 Ocean Ranch Blvd., Oceanside CA, at 22695 Alessandro Blvd., Moreno Valley, CA 92533 and on the website at: www.pacificview.org

Translation Services: Call 760-757-0161 at least 24 hours prior to a meeting.

Pacific View Charter Board Meeting

May 12, 2026

Consent Agenda

AGENDA ITEMS

3.1 - Meeting Minutes from April 21, 2026

Information/Summary

Approval of consent agenda means ALL items appearing in this section are adopted by one single motion unless a Board Member requests that any item be removed from the consent agenda and voted upon separately.

Responsible Party

Executive Director Gorence, or designee, will respond to board questions if an item is pulled for discussion.

Recommended Action:

That the Board approves the consent agenda.



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Minutes - Regular Meeting of the Board of Trustees

Tuesday, April 21, 2026 at 3:00pm

1 OPEN SESSION

1.1 Call To Order 3:01

1.2 Roll Call

Ricardo Sanchez (acting as President), Noel Ross

1.3 Pledge Of Allegiance

1.4 Introductions

Present in Oceanside: Erin Gorence, Jill Chang, Zuleyma Hernandez, Diane Gibson, Celia Hernandez, Geoff Weeks, Bobby Merrill

Present in Moreno Valley: Kathy Meck

2 APPROVAL OF AGENDA

Motion to approve the April 21 Agenda was made by: Noel Ross

Seconded by: Ricardo Sanchez

Ayes: Noel Ross, Ricardo Sanchez

Nos: None

Absent: Kathi Cohen

3 CONSENT AGENDA

3.1 Meeting Minutes from March 17, 2026

Motion to approve the April 21 Agenda was made by: Ricardo Sanchez

Seconded by: Noel Ross

Ayes: Ricardo Sanchez, Noel Ross

Nos: None

Absent: Kathi Cohen

4 PUBLIC COMMENTS

5 ACTION AND DISCUSSION ITEMS

5.1 **Discussion:**

5.1.1 [Executive Director's Report](#)

5.2 **Action: Fiscal & Operations**

5.2.1 *Consideration and Approval of:* Board Warrant List for March 2026

Motion to approve the Board Warrant List for March 2026 was made by: Ricardo Sanchez

Seconded by: Noel Ross

Ayes: Ricardo Sanchez, Noel Ross

Nos: None

Absent: Kathi Cohen

5.2.2 *Consideration and Approval of:* 2026-27 Annual Resolutions Authorized Designated Agents

Motion to approve the 2026-27 Annual Resolutions Authorized Designated Agents was made by: Ricardo Sanchez

Seconded by: Noel Ross

Ayes: Ricardo Sanchez, Noel Ross

Nos: None

Absent: Kathi Cohen

- 5.2.3 *Consider and Reaffirm use of:* FCMAT Charter School Accounting and Best Practices Manual
 Motion to approve the FCMAT Charter School Accounting and Best Practices Manual was made by: Noel Ross
 Seconded by: Ricardo Sanchez
 Ayes: Ricardo Sanchez, Noel Ross
 Nos: None
 Absent: Kathi Cohen

5.3 **Action: Administrative**

- 5.3.1 *Consideration and Approval of:* Board Governance Policy #5
 Motion to approve the Board Governance Policy #5 was made by: Ricardo
 Seconded by: Noel Ross
 Ayes: Ricardo Sanchez, Noel Ross
 Nos: None
 Absent: Kathi Cohen
- 5.3.2 *Consideration and Approval of:* Revised Organizational Chart
 Motion to approve the Revised Organizational Chart was made by: Ricardo Sanchez
 Seconded by: Noel Ross
 Ayes: Ricardo Sanchez, Noel Ross
 Nos: None
 Absent: Kathi Cohen
- 5.3.3 *Consideration and Approval of:* Safety Policy #1
 Motion to approve the Safety Policy #1 was made by: Ricardo Sanchez
 Seconded by: Noel Ross
 Ayes: Ricardo Sanchez, Noel Ross
 Nos: None
 Absent: Kathi Cohen

5.4 **Action: Curriculum & Instruction**

- 5.4.1 *Consideration and Approval of:* Economics Course Outline
 Motion to approve the Economics Course Outline was made by: Ricardo Sanchez
 Seconded by: Noel Ross
 Ayes: Noel Ross, Ricardo Sanchez
 Nos: None
 Absent: Kathi Cohen

5.5 **Action: Personnel**

- 5.5.1 *Consideration and Approval of:* 2026-27 Declaration of Need
 Motion to approve the 2026-27 Declaration of Need was made by: Ricardo Sanchez
 Seconded by: Noel Ross
 Ayes: Noel Ross, Ricardo Sanchez
 Nos: None
 Absent: Kathi Cohen
- 5.5.2 *Consideration and Approval of:* Updated Hard-to-Fill Bonus Agreement
 Motion to approve the Updated Hard-to-Fill Bonus Agreement was made by: Ricardo Sanchez
 Seconded by: Noel Ross
 Ayes: Ricardo Sanchez, Noel Ross
 Nos: None
 Absent: Kathi Cohen

6 INFORMATION ITEMS

- 6.1 Board/Staff Communication and Announcements: Save the Dates ~
Fit and Fun Day - Friday, April 24
Promotion - Tuesday, May 19
Graduation - Wednesday, May 20

- 6.2 Important Dates:
Upcoming Board Meeting - May 12 at 3:00 pm

7 ADJOURNMENT at 3:25

Pacific View Charter Board Meeting

May 12, 2026

Fiscal & Operations**AGENDA ITEM****5.2.1 - Board Warrant List April 2026****Information Summary**

Warrants and Automated Clearing House (ACH) payments are issued in accordance with approved budgets and/or contracts

Responsible Party

Fiscal and Operations Coordinator Chang will discuss the Board Warrant Listing.

Recommended Action:

That the Board approves the presented warrants and Automated Clearing House (ACH) payments issued from April 1-30, 2026.

PACIFIC VIEW CHARTER SCHOOL
BOARD WARRANT REPORT
APRIL 1-30, 2026

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Warrant ID	Remit Supp	Name	Payment Date	Total Warrant Amount	Description	Fund	Invoice Amount	Purchase Order No.
049301	0000000304	Amazon.com Sales, Inc.	4/2/2026	620.46	STUDENT SUPPLIES - AMAZON	6200	89.81	0000002434
049301	0000000304	Amazon.com Sales, Inc.	4/2/2026		INSTRUCTIONAL SUPPLIES	6200	326.20	0000002433
049301	0000000304	Amazon.com Sales, Inc.	4/2/2026		HALLWAY CAMERAS	6200	35.43	0000002612
049301	0000000304	Amazon.com Sales, Inc.	4/2/2026		HALLWAY CAMERAS	6200	61.98	0000002612
049301	0000000304	Amazon.com Sales, Inc.	4/2/2026		Bldg, M&O supplies	6200	107.04	0000002395
049452	0000000065	Emcor Services Mesa Energy	4/6/2026	3,319.00	HVAC Maint & Repair Moreno Val	6200	3,319.00	0000002430
049453	0000000322	New Direction Solutions, LLC	4/6/2026	5,562.06	SPECIAL ED SERVICES SLP	6200	2,635.68	0000002485
049453	0000000322	New Direction Solutions, LLC	4/6/2026		SPECIAL ED SERVICES SLP	6200	2,824.60	0000002485
049453	0000000322	New Direction Solutions, LLC	4/6/2026		INSTRUCTIONAL SUPPLIES	6200	101.78	0000002551
049454	0000000347	NBCUniversal, LLC	4/6/2026	3,825.00	TV COMMERCIAL NBC	6200	3,825.00	0000002540
049455	AC0007	AIR CRAFTS HEATING & AC INC.	4/6/2026	470.00	HVAC Maint & repair - Oceansid	6200	470.00	0000002428
049456	JP0001	JAN-PRO OF SAN DIEGO	4/6/2026	3,799.00	Oceanside janitorial services	6200	3,799.00	0000002418
049457	NA0002	NANPOR SECURITY SERVICES	4/6/2026	2,796.50	Campus Security Guard-Oside	6200	2,796.50	0000002422
049458	WM0001	WASTE MANAGEMENT	4/6/2026	239.11	MV Trash & recycle collection	6200	239.11	0000002419
049575	0000000088	Specialized Therapy Services, Inc	4/8/2026	12,427.64	VISION	6200	72.50	0000002482
049575	0000000088	Specialized Therapy Services, Inc	4/8/2026		OT	6200	1,566.04	0000002482
049575	0000000088	Specialized Therapy Services, Inc	4/8/2026		VISION	6200	833.75	0000002482
049575	0000000088	Specialized Therapy Services, Inc	4/8/2026		OT	6200	954.10	0000002482
049575	0000000088	Specialized Therapy Services, Inc	4/8/2026		Nursing & Screening	6200	522.50	0000002482
049575	0000000088	Specialized Therapy Services, Inc	4/8/2026		ERMHS	6200	3,776.25	0000002482
049575	0000000088	Specialized Therapy Services, Inc	4/8/2026		ERMHS	6200	4,393.75	0000002482
049575	0000000088	Specialized Therapy Services, Inc	4/8/2026		Nursing & Screening	6200	308.75	0000002482
049576	0000000261	GoTo Technologies USA, Inc	4/8/2026	1,181.51	Phones Oside - Student 85%	6200	235.57	0000002462
049576	0000000261	GoTo Technologies USA, Inc	4/8/2026		Phones Oside - Admin 15%	6200	41.57	0000002462
049576	0000000261	GoTo Technologies USA, Inc	4/8/2026		Phones Oside - Admin 15%	6200	135.66	0000002462
049576	0000000261	GoTo Technologies USA, Inc	4/8/2026		Phones Oside - Student 85%	6200	768.71	0000002462
049577	0000000304	Amazon.com Sales, Inc.	4/8/2026	268.34	Bldg, M&O supplies	6200	27.05	0000002395
049577	0000000304	Amazon.com Sales, Inc.	4/8/2026		STUDENT SUPPLIES - AMAZON	6200	69.05	0000002434
049577	0000000304	Amazon.com Sales, Inc.	4/8/2026		Bldg, M&O supplies	6200	20.99	0000002395
049577	0000000304	Amazon.com Sales, Inc.	4/8/2026		STUDENT SUPPLIES - AMAZON	6200	63.36	0000002434
049577	0000000304	Amazon.com Sales, Inc.	4/8/2026		STUDENT SUPPLIES - AMAZON	6200	37.73	0000002434
049577	0000000304	Amazon.com Sales, Inc.	4/8/2026		STUDENT SUPPLIES - AMAZON	6200	33.02	0000002434
049577	0000000304	Amazon.com Sales, Inc.	4/8/2026		STUDENT SUPPLIES - AMAZON	6200	17.14	0000002434
049578	0000000358	Lotus San Diego Corp	4/8/2026	1,790.00	RADIO ADS	6200	1,790.00	0000002615
049579	CS0008	SOUTH COUNTY PEST CONTROL, INC	4/8/2026	90.00	Pest Control - Both Campuses	6200	90.00	0000002427
049985	0000000304	Amazon.com Sales, Inc.	4/20/2026	110.29	Bldg, M&O supplies	6200	23.80	0000002395
049985	0000000304	Amazon.com Sales, Inc.	4/20/2026		FIT & FUN MORENO VALLEY	6200	86.49	0000002631
049986	CD0001	CDW GOVERNMENT, INC.	4/20/2026	28,166.73	STUDENT CHROMEBOOKS	6200	2,919.00	0000002634
049986	CD0001	CDW GOVERNMENT, INC.	4/20/2026		MS SURFACE PEN (STYLUS)	6200	108.27	0000002624

PACIFIC VIEW CHARTER SCHOOL
BOARD WARRANT REPORT
APRIL 1-30, 2026

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Warrant ID	Remit Supp	Name	Payment Date	Total Warrant Amount	Description	Fund	Invoice Amount	Purchase Order No.
049986	CD0001	CDW GOVERNMENT, INC.	4/20/2026		STUDENT CHROMEBOOKS	6200	25,139.46	0000002634
049987	JP0001	JAN-PRO OF SAN DIEGO	4/20/2026	2,205.00	Oceanside janitorial services	6200	2,205.00	0000002418
049988	MY0001	YOUNG, MINNEY & CORR, LLP	4/20/2026	228.00	Legal counsel	6200	228.00	0000002413
050132	0000000065	Emcor Services Mesa Energy	4/22/2026	2,172.00	HVAC Maint & Repair Moreno Val	6200	2,172.00	0000002430
050133	OF0001	OFFICE DEPOT	4/22/2026	620.95	Student Supplies - SpEd 20%	6200	77.84	0000002465
050133	OF0001	OFFICE DEPOT	4/22/2026		Student Supplies - GenEd 80%	6200	311.37	0000002465
050133	OF0001	OFFICE DEPOT	4/22/2026		Admin Office Supplies - 15%	6200	154.30	0000002465
050133	OF0001	OFFICE DEPOT	4/22/2026		Admin Office Supplies - 15%	6200	23.04	0000002465
050133	OF0001	OFFICE DEPOT	4/22/2026		Admin Office Supplies - 15%	6200	54.40	0000002465
050311	0000000176	Intersection R & M Services, Inc	4/27/2026	1,093.84	Handyman Services - Oceanside	6200	1,093.84	0000002432
050312	0000000266	Top Notch Catering	4/27/2026	14,423.15	Student Nutrition Food - SpEd	6200	2,884.63	0000002519
050312	0000000266	Top Notch Catering	4/27/2026		Student Nutrition Food - Gen E	6200	11,538.52	0000002519
050313	0000000322	New Direction Solutions, LLC	4/27/2026	10,951.48	SPECIAL ED SERVICES SLP	6200	2,824.60	0000002485
050313	0000000322	New Direction Solutions, LLC	4/27/2026		Physical Therapy	6200	33.93	0000002551
050313	0000000322	New Direction Solutions, LLC	4/27/2026		SLP therapy	6200	2,635.68	0000002485
050313	0000000322	New Direction Solutions, LLC	4/27/2026		SLP therapy	6200	2,496.96	0000002485
050313	0000000322	New Direction Solutions, LLC	4/27/2026		SLP therapy	6200	2,824.60	0000002485
050313	0000000322	New Direction Solutions, LLC	4/27/2026		Physical Therapy	6200	135.71	0000002551
050314	CS0008	SOUTH COUNTY PEST CONTROL, INC	4/27/2026	140.00	Pest Control - Both Campuses	6200	140.00	0000002427
050315	PVCS02	PACIFIC VIEW CHARTER SCHOOL	4/27/2026	18,130.94	Mortgage - Oceanside	6200	18,130.94	
050316	PVCS04	PACIFIC VIEW CHARTER SCHOOL	4/27/2026	12,355.89	Mortgage - Moreno Valley	6200	12,355.89	
050508	0000000152	Reliable Translations Inc.	4/29/2026	171.00	TRANSLATION SERVICES	6200	171.00	0000002508
050509	0000000304	Amazon.com Sales, Inc.	4/29/2026	352.54	STUDENT SUPPLIES - AMAZON	6200	4.28	0000002434
050509	0000000304	Amazon.com Sales, Inc.	4/29/2026		STUDENT SUPPLIES - AMAZON	6200	16.98	0000002434
050509	0000000304	Amazon.com Sales, Inc.	4/29/2026		CAMERAS FOR HALLWAYS	6200	20.56	0000002635
050509	0000000304	Amazon.com Sales, Inc.	4/29/2026		CAMERAS FOR HALLWAYS	6200	310.72	0000002635
050510	0000000322	New Direction Solutions, LLC	4/29/2026	8,371.47	SLP therapy	6200	3,941.76	0000002485
050510	0000000322	New Direction Solutions, LLC	4/29/2026		SLP therapy	6200	1,553.53	0000002485
050510	0000000322	New Direction Solutions, LLC	4/29/2026		SLP therapy	6200	2,774.40	0000002485
050510	0000000322	New Direction Solutions, LLC	4/29/2026		Physical Therapy	6200	101.78	0000002551
050511	MV0004	MV MEDICAL CTR MASTER ASSOC	4/29/2026	1,357.00	MV property association fees	6200	1,357.00	0000002421
050512	OF0001	OFFICE DEPOT	4/29/2026	10.93	Admin Office Supplies - 15%	6200	10.93	0000002465
050678	0000000152	Reliable Translations Inc.	5/4/2026	370.50	TRANSLATION SERVICES	6200	171.00	0000002508
050678	0000000152	Reliable Translations Inc.	5/4/2026		TRANSLATION SERVICES	6200	199.50	0000002508
050679	0000000284	Bright Thinker, Inc	5/4/2026	8,600.00	BRIGHT THINKER ADDITIONAL LICE	6200	8,600.00	0000002645
050680	WM0001	WASTE MANAGEMENT	5/4/2026	239.11	MV Trash & recycle collection	6200	239.11	0000002419
051046	0000000088	Specialized Therapy Services, Inc	5/6/2026	7,973.83	ERMHS	6200	4,346.25	0000002482
051046	0000000088	Specialized Therapy Services, Inc	5/6/2026		Nursing & Screening	6200	2,303.75	0000002482
051046	0000000088	Specialized Therapy Services, Inc	5/6/2026		OT	6200	1,323.83	0000002482

PACIFIC VIEW CHARTER SCHOOL
BOARD WARRANT REPORT
APRIL 1-30, 2026

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Warrant ID	Remit Supp	Name	Payment Date	Total Warrant Amount	Description	Fund	Invoice Amount	Purchase Order No.
051047	0000000304	Amazon.com Sales, Inc.	5/6/2026	1,373.83	STUDENT SUPPLIES - AMAZON	6200	9.78	0000002434
051047	0000000304	Amazon.com Sales, Inc.	5/6/2026		STUDENT SUPPLIES - AMAZON	6200	10.27	0000002434
051047	0000000304	Amazon.com Sales, Inc.	5/6/2026		FIT & FUN DAY OSDE	6200	1,088.19	0000002633
051047	0000000304	Amazon.com Sales, Inc.	5/6/2026		Bldg, M&O supplies	6200	211.05	0000002395
051047	0000000304	Amazon.com Sales, Inc.	5/6/2026		INSTRUCTIONAL SUPPLIES	6200	54.54	0000002433
051048	0000000322	New Direction Solutions, LLC	5/6/2026	5,423.34	SPECIAL ED SERVICES SLP	6200	2,496.96	0000002485
051048	0000000322	New Direction Solutions, LLC	5/6/2026		INSTRUCTIONAL SUPPLIES	6200	101.78	0000002551
051048	0000000322	New Direction Solutions, LLC	5/6/2026		SPECIAL ED SERVICES SLP	6200	2,824.60	0000002485
051049	NA0002	NANPOR SECURITY SERVICES	5/6/2026	3,736.50	Campus Security Guard-OSide	6200	3,736.50	0000002422
051247	0000000261	GoTo Technologies USA, Inc	5/11/2026	1,179.71	Phones Oside - Admin 15%	6200	135.45	0000002462
051247	0000000261	GoTo Technologies USA, Inc	5/11/2026		Phones MV - Admin 15%	6200	41.51	0000002463
051247	0000000261	GoTo Technologies USA, Inc	5/11/2026		Phones MV - Student 85%	6200	235.21	0000002463
051247	0000000261	GoTo Technologies USA, Inc	5/11/2026		Phones Oside - Student 85%	6200	767.54	0000002462
051248	0000000266	Top Notch Catering	5/11/2026	9,684.30	Student Nutrition Food - Gen E	6200	7,747.44	0000002519
051248	0000000266	Top Notch Catering	5/11/2026		Student Nutrition Food - Sped	6200	1,936.86	0000002519
051249	0000000304	Amazon.com Sales, Inc.	5/11/2026	1,058.30	GRADUATION SUPPLIES	6200	799.57	0000002618
051249	0000000304	Amazon.com Sales, Inc.	5/11/2026		FIT & FUN DAY OSDE	6200	140.77	0000002633
051249	0000000304	Amazon.com Sales, Inc.	5/11/2026		INSTRUCTIONAL SUPPLIES	6200	117.96	0000002433
051250	0000000322	New Direction Solutions, LLC	5/11/2026	164.24	SPECIAL ED SERVICES SLP	6200	164.24	0000002485
051251	0000000358	Lotus San Diego Corp	5/11/2026	1,150.00	RADIO ADS	6200	1,150.00	0000002615
14417212	0000000192	Shaniquwa Hemmings	4/2/2026	55.00	CPR Reimbursement	6200	55.00	
14417213	0000000232	U.S. Bank	4/2/2026	8,233.45	KAHOOT	6200	1,025.43	0000002448
14417213	0000000232	U.S. Bank	4/2/2026		SWAG, OTHER MATERIALS, SCHOOL	6200	41.97	0000002460
14417213	0000000232	U.S. Bank	4/2/2026		Student Nutrition - MV	6200	1,010.47	0000002406
14417213	0000000232	U.S. Bank	4/2/2026		MORENO VALLEY CHAMBER COMMERCE	6200	450.00	0000002599
14417213	0000000232	U.S. Bank	4/2/2026		INSTRUCTIONAL SUPPLIES US BANK	6200	9.00	0000002435
14417213	0000000232	U.S. Bank	4/2/2026		CHATGPT 1 ACCOUNT	6200	20.00	0000002632
14417213	0000000232	U.S. Bank	4/2/2026		CSUSM FT SPRINTER FEE	6200	36.00	0000002608
14417213	0000000232	U.S. Bank	4/2/2026		Oside- Bldg. & Maintenance Sup	6200	59.62	0000002396
14417213	0000000232	U.S. Bank	4/2/2026		Admin, Office Supplies - Oside	6200	90.70	0000002402
14417213	0000000232	U.S. Bank	4/2/2026		Student supplies - Oside	6200	362.76	0000002402
14417213	0000000232	U.S. Bank	4/2/2026		Janitorial Supplies - Oside	6200	929.21	0000002402
14417213	0000000232	U.S. Bank	4/2/2026		Janitorial Supplies - MV	6200	72.29	0000002406
14417213	0000000232	U.S. Bank	4/2/2026		Student SpEd Postage - 11%	6200	33.00	0000002468
14417213	0000000232	U.S. Bank	4/2/2026		Stamps.com service fee	6200	30.99	0000002468
14417213	0000000232	U.S. Bank	4/2/2026		Admin Postage - 33%	6200	171.00	0000002468
14417213	0000000232	U.S. Bank	4/2/2026		Student GenEd Postage - 56%	6200	96.00	0000002468
14417213	0000000232	U.S. Bank	4/2/2026		Stamps.com MV service fee	6200	30.99	0000002469
14417213	0000000232	U.S. Bank	4/2/2026		Car Expenses-Gas & Maintenance	6200	209.91	0000002495

PACIFIC VIEW CHARTER SCHOOL
BOARD WARRANT REPORT
APRIL 1-30, 2026

11

Warrant ID	Remit Supp	Name	Payment Date	Total Warrant Amount	Description	Fund	Invoice Amount	Purchase Order No.
14417213	0000000232	U.S. Bank	4/2/2026		GOOGLE ADS	6200	2,338.48	0000002503
14417213	0000000232	U.S. Bank	4/2/2026		NEXTDOOR AD	6200	115.22	0000002597
14417213	0000000232	U.S. Bank	4/2/2026		ENGLISH CONFERENCE	6200	526.68	0000002582
14417213	0000000232	U.S. Bank	4/2/2026		SOCIAL MEDIA ADVERTISING	6200	214.45	0000002504
14417213	0000000232	U.S. Bank	4/2/2026		ED PUZZLE	6200	13.50	0000002527
14417213	0000000232	U.S. Bank	4/2/2026		NEXTDOOR AD	6200	64.78	0000002598
14417213	0000000232	U.S. Bank	4/2/2026		LATINO BOOK FESTIVAL	6200	75.00	0000002605
14417213	0000000232	U.S. Bank	4/2/2026		OCEANSIDE CHAMBER EVENT	6200	206.00	0000002606
14417214	0000000343	BH Security, LLC	4/2/2026	264.99	BRINKS VIDEO SECURITY	6200	264.99	0000002470
14417215	0000000354	Brenda Harris	4/2/2026	17.40	Mileage reimbursement	6200	17.40	
14417216	CI0003	AT&T MOBILITY	4/2/2026	409.41	Cell phone service	6200	409.41	0000002417
14417217	ED0002	EDD	4/2/2026	147.91	UE Tax Base - Experience Charg	6200	147.91	0000002398
14417218	NA0005	NATIONAL BENEFIT SERVICES, LLC	4/2/2026	78.00	Cafe 125 Admin Fees	6200	78.00	0000002403
14417219	RH0001	RONALD LARRY HOLDEN	4/2/2026	2,600.00	Janitorial Services MoVal	6200	2,600.00	0000002397
14418094	0000000309	T-Mobile USA Inc	4/6/2026	35.12	T-MOBILE STUDENT PHONE	6200	35.12	0000002514
14418095	AD0002	ADT SECURITY SERVICES	4/6/2026	83.55	ADT SECURITY MV	6200	83.55	0000002472
14418096	BA0004	BAY ALARM	4/6/2026	533.82	BAY ALARM SECURITY OSIDE	6200	533.82	0000002471
14418097	KM0001	KONICA MINOLTA BUS. SOLUTIONS	4/6/2026	192.54	Copier MV Student 75%	6200	144.41	0000002497
14418097	KM0001	KONICA MINOLTA BUS. SOLUTIONS	4/6/2026		Copier MV Admin 25%	6200	48.13	0000002497
14418098	SA0008	SAN DIEGO GAS & ELECTRIC	4/6/2026	4,164.57	Electric Utility - Oceanside	6200	4,164.57	0000002426
14419651	0000000136	Zuleyma Hernandez	4/9/2026	303.92	Mileage reimbursement	6200	303.92	
14422440	0000000007	Cordata Shredding	4/16/2026	847.47	Off-Site Secure Storage	6200	847.47	0000002499
14422441	0000000283	Whitehouse CPAs, Inc	4/16/2026	10,650.00	Back office services	6200	10,650.00	0000002411
14422442	0000000288	DJ Extreme	4/16/2026	3,000.00	GRADUATION SOUND	6200	3,000.00	0000002617
14422443	0000000307	AKA Enterprises LLC	4/16/2026	300.00	Canine search service	6200	300.00	0000002410
14422444	0000000361	Six Flags Entertainment Corporation	4/16/2026	1,440.00	KNOTTS BERRY FARM FIELD TRIP	6200	1,440.00	0000002616
14422445	CO0008	COX BUSINESS SERVICES	4/16/2026	305.50	Student 85%	6200	259.68	0000002489
14422445	CO0008	COX BUSINESS SERVICES	4/16/2026		Admin 15%	6200	45.82	0000002489
14422446	DS0003	SPARKLETTS & SIERRA SPRINGS	4/16/2026	866.07	Bottled Water Service - Both c	6200	85.84	0000002491
14422446	DS0003	SPARKLETTS & SIERRA SPRINGS	4/16/2026		Bottled Water Service - Both c	6200	780.23	0000002491
14422447	EM0001	EASTERN MUNICIPAL WATER DIST	4/16/2026	369.00	Water Utility - MV	6200	369.00	0000002424
14422448	MV006	MORENO VALLEY UTILITY	4/16/2026	245.57	Electric Utility - Moreno Vall	6200	245.57	0000002425
14425147	0000000218	San Diego & Imperial County Schools FBC	4/23/2026	105.68	COBRA	6200	105.68	
14425148	0000000365	Jeffery Kraus	4/23/2026	552.00	Fire extinguisher annual servi	6200	552.00	0000002637
14425149	AC0005	A PLUS CHARTER CONSULTING	4/23/2026	9,750.00	Annual Membership	6200	9,750.00	0000002638
14425150	BA0004	BAY ALARM	4/23/2026	860.55	BAY ALARM FIRE OCEANSIDE	6200	860.55	0000002475
14425151	KM0001	KONICA MINOLTA BUS. SOLUTIONS	4/23/2026	3,508.66	Osider Copier - Student 75%	6200	2,631.50	0000002496
14425151	KM0001	KONICA MINOLTA BUS. SOLUTIONS	4/23/2026		Osider Copier - Admin 25%	6200	877.16	0000002496
14425152	VC0001	VCC OCEAN RANCH CONDO. ASSOC.	4/23/2026	6,804.00	Property association fees	6200	6,804.00	0000002420

PACIFIC VIEW CHARTER SCHOOL
BOARD WARRANT REPORT
APRIL 1-30, 2026

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Warrant ID	Remit Supp	Name	Payment Date	Total Warrant Amount	Description	Fund	Invoice Amount	Purchase Order No.
14425153	VC0003	FRONTIER	4/23/2026	146.86	MV Student internet - 75%	6200	110.15	0000002416
14425153	VC0003	FRONTIER	4/23/2026		MV Admin internet - 25%	6200	36.71	0000002416
14426234	0000000007	Cordata Shredding	4/27/2026	76.43	Oside Shredding	6200	46.64	0000002499
14426234	0000000007	Cordata Shredding	4/27/2026		MV Shredding	6200	29.79	0000002499
14426235	0000000332	San Diego Family Magazine, LLC	4/27/2026	1,289.00	MAGAZINE AD	6200	1,289.00	0000002641
14426236	0000000363	Cody M Wilson	4/27/2026	499.50	GRADUATION PHOTOGRAPHER	6200	499.50	0000002640
14426237	PF0001	PALOMAR FAMILY COUNSELING	4/27/2026	12,837.50	Counseling Services	6200	12,837.50	0000002531
14427843	0000000140	Ana Hernandez Cruz	4/30/2026	234.77	Mileage reimbursement	6200	234.77	
14427844	0000000214	Elizabeth Ocampo Martinez	4/30/2026	108.65	Mileage reimbursement	6200	108.65	
14427845	0000000316	North County Student Transportation	4/30/2026	895.00	COASTAL ROOTS FIELD TRIP	6200	895.00	0000002630
14427846	0000000363	Cody M Wilson	4/30/2026	499.50	GRADUATION PHOTOGRAPHER	6200	499.50	0000002640
14427847	AP0007	ASHLEY'S PARTY RENTALS	4/30/2026	3,851.02	Grad/Promotion stage & chairs	6200	1,483.38	0000002626
14427847	AP0007	ASHLEY'S PARTY RENTALS	4/30/2026		Grad/Promotion stage & chairs	6200	2,367.64	0000002626
14427848	DS0002	DECORATIVE SERVICES	4/30/2026	3,477.53	BACKPACKS FOR CHROMEBOOKS	6200	3,477.53	0000002622
14427849	KM0001	KONICA MINOLTA BUS. SOLUTIONS	4/30/2026	250.00	Oside Copier - Admin 25%	6200	62.50	0000002496
14427849	KM0001	KONICA MINOLTA BUS. SOLUTIONS	4/30/2026		Oside Copier - Student 75%	6200	187.50	0000002496
14427850	MV006	MORENO VALLEY UTILITY	4/30/2026	247.78	Electric Utility - Moreno Vall	6200	247.78	0000002425
14429037	0000000343	BH Security, LLC	5/4/2026	264.99	BRINKS VIDEO SECURITY	6200	264.99	0000002470
14429038	AD0002	ADT SECURITY SERVICES	5/4/2026	83.55	ADT SECURITY MV	6200	83.55	0000002472
14429039	CI0003	AT&T MOBILITY	5/4/2026	409.32	Cell phone service	6200	409.32	0000002417
14429040	NA0005	NATIONAL BENEFIT SERVICES, LLC	5/4/2026	78.00	Cafe 125 Admin Fees	6200	78.00	0000002403
14429041	RH0001	RONALD LARRY HOLDEN	5/4/2026	2,600.00	Janitorial Services MoVal	6200	2,600.00	0000002397
14430855	0000000135	Teachers on Reserve	5/7/2026	423.78	Substitute Teachers	6200	423.78	0000002555
14430856	0000000232	U.S. Bank	5/7/2026	9,192.16	CAMP PROMOTION	6200	500.00	0000002623
14430856	0000000232	U.S. Bank	5/7/2026		WEBSITE DOMAIN	6200	74.75	0000002627
14430856	0000000232	U.S. Bank	5/7/2026		GAME BUS INCENTIVE MS	6200	100.00	0000002629
14430856	0000000232	U.S. Bank	5/7/2026		CHATGPT 1 ACCOUNT	6200	20.00	0000002632
14430856	0000000232	U.S. Bank	5/7/2026		NEXTDOOR AD	6200	15.16	0000002598
14430856	0000000232	U.S. Bank	5/7/2026		All Titles Conference-Lodging	6200	270.31	0000002557
14430856	0000000232	U.S. Bank	5/7/2026		ED PUZZLE	6200	13.50	0000002527
14430856	0000000232	U.S. Bank	5/7/2026		SOCIAL MEDIA ADVERTISING	6200	3,254.14	0000002504
14430856	0000000232	U.S. Bank	5/7/2026		GOOGLE ADS	6200	1,556.66	0000002503
14430856	0000000232	U.S. Bank	5/7/2026		Car Expenses-Gas & Maintenance	6200	20.00	0000002495
14430856	0000000232	U.S. Bank	5/7/2026		Stamps.com MV service fee	6200	30.99	0000002469
14430856	0000000232	U.S. Bank	5/7/2026		Gov Budget Workshop/May Revise	6200	365.00	0000002547
14430856	0000000232	U.S. Bank	5/7/2026		Student SpEd Postage - 11%	6200	33.00	0000002468
14430856	0000000232	U.S. Bank	5/7/2026		Stamps.com service fee	6200	30.99	0000002468
14430856	0000000232	U.S. Bank	5/7/2026		STUDENT SUPPLIES US BANK	6200	72.46	0000002438
14430856	0000000232	U.S. Bank	5/7/2026		Student Nutrition - MV	6200	1,321.20	0000002406

PACIFIC VIEW CHARTER SCHOOL
BOARD WARRANT REPORT
APRIL 1-30, 2026

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Warrant ID	Remit Supp	Name	Payment Date	Total Warrant Amount	Description	Fund	Invoice Amount	Purchase Order No.
14430856	0000000232	U.S. Bank	5/7/2026		Janitorial Supplies - MV	6200	173.84	0000002406
14430856	0000000232	U.S. Bank	5/7/2026		Student supplies - Oside	6200	231.27	0000002402
14430856	0000000232	U.S. Bank	5/7/2026		Admin, Office Supplies - Oside	6200	40.81	0000002402
14430856	0000000232	U.S. Bank	5/7/2026		Admin Postage - 33%	6200	267.00	0000002468
14430856	0000000232	U.S. Bank	5/7/2026		Janitorial Supplies - Oside	6200	595.40	0000002402
14430856	0000000232	U.S. Bank	5/7/2026		SWAG, OTHER MATERIALS, SCHOOL	6200	205.68	0000002460
14430857	0000000283	Whitehouse CPAs, Inc	5/7/2026	10,650.00	Back office services	6200	10,650.00	0000002411
14430858	0000000309	T-Mobile USA Inc	5/7/2026	35.72	T-MOBILE STUDENT PHONE	6200	35.72	0000002514
14430859	CO0008	COX BUSINESS SERVICES	5/7/2026	200.50	Student 85%	6200	170.43	0000002489
14430859	CO0008	COX BUSINESS SERVICES	5/7/2026		Admin 15%	6200	30.07	0000002489
14430860	DS0003	SPARKLETTS & SIERRA SPRINGS	5/7/2026	315.00	Bottled Water Serivce - Both c	6200	50.94	0000002491
14430860	DS0003	SPARKLETTS & SIERRA SPRINGS	5/7/2026		Bottled Water Serivce - Both c	6200	264.06	0000002491
14430861	NA0005	NATIONAL BENEFIT SERVICES, LLC	5/7/2026	203.00	Cafe 125 Admin Fees	6200	200.00	0000002403
14430861	NA0005	NATIONAL BENEFIT SERVICES, LLC	5/7/2026		Cafe 125 Admin Fees	6200	3.00	0000002403
14430862	SA0008	SAN DIEGO GAS & ELECTRIC	5/7/2026	2,896.71	Electric Utility - Oceanside	6200	2,896.71	0000002426
				286,693.94				

Pacific View Charter Board Meeting

May 12, 2026

Fiscal & Operations**AGENDA ITEM****5.2.2 - Form 990****Information Summary**

Tax-exempt organizations file Form 990 to provide the IRS with the information required by section 6033.

Responsible Party

Fiscal and Operations Coordinator Chang will discuss the 2024 form 990.

Recommended Action:

That the Board approves the 2024 Form 990 as presented.

Caution: Forms printed from within Adobe Acrobat products may not meet IRS or state taxing agency specifications. When using Acrobat, select the "Actual Size" in the Adobe "Print" dialog.

CLIENT'S COPY



May 6, 2026

PACIFIC VIEW CHARTER SCHOOL
6401 LINDA VISTA ROAD ROOM 607
SAN DIEGO, CA 92111

PACIFIC VIEW CHARTER SCHOOL:

Enclosed is the organization's 2024 Exempt Organization return.

Specific filing instructions are as follows.

FORM 990 RETURN:

This return has qualified for electronic filing. After you have reviewed the return for completeness and accuracy, please sign, date and return Form 8879-TE to our office. We will transmit the return electronically to the IRS and no further action is required. Return Form 8879-TE to us by May 15, 2026.

CALIFORNIA FORM 199 RETURN:

The California Form 199 return has qualified for electronic filing. After you have reviewed your return for completeness and accuracy, please sign, date and return Form 8453-EO to our office. We will then transmit your return to the FTB. Do not mail the paper copy of the return to the FTB.

No payment is required.

Copies of all the returns are enclosed for your files. We suggest that you retain these copies indefinitely.

Sincerely,

Michael Shafer
Principal

Form **8879-TE****IRS E-file Signature Authorization
for a Tax Exempt Entity**For calendar year 2024, or fiscal year beginning JUL 1, 2024, and ending JUN 30, 2025Department of the Treasury
Internal Revenue Service**Do not send to the IRS. Keep for your records.**
Go to www.irs.gov/Form8879TE for the latest information.**2024**

Name of filer

PACIFIC VIEW CHARTER SCHOOL

EIN or SSN

33-0920682Name and title of officer or person subject to tax **ERIN GORENCE**
EXECUTIVE DIRECTOR**Part I Type of Return and Return Information**

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line **1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a,** or **10a** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b,** or **10b,** whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a Form 990 check here ☒	b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b <u>1,000,702.</u>
2a Form 990-EZ check here ...	b Total revenue, if any (Form 990-EZ, line 9)	2b _____
3a Form 1120-POL check here	b Total tax (Form 1120-POL, line 22)	3b _____
4a Form 990-PF check here ...	b Tax based on investment income (Form 990-PF, Part V, line 5)	4b _____
5a Form 8868 check here	b Balance due (Form 8868, line 3c)	5b _____
6a Form 990-T check here	b Total tax (Form 990-T, Part III, line 4)	6b _____
7a Form 4720 check here	b Total tax (Form 4720, Part III, line 1)	7b _____
8a Form 5227 check here	b FMV of assets at end of tax year (Form 5227, Item D)	8b _____
9a Form 5330 check here	b Tax due (Form 5330, Part II, line 19)	9b _____
10a Form 8038-CP check here	b Amount of credit payment requested (Form 8038-CP, Part III, line 22)	10b _____

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that ☒ I am an officer of the above entity or I am a person subject to tax with respect to (name of entity) _____, (EIN) _____ and that I have examined a copy of the 2024 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

☒ I authorize **BAKER TILLY ADVISORY GROUP, LP** to enter my PIN **01533**
ERO firm name Enter five numbers, but do not enter all zeros

as my signature on the tax year 2024 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2024 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax

Date

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

30132422440

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2024 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature **MICHAEL SHAFER** Date **05/06/26****ERO Must Retain This Form - See Instructions****Do Not Submit This Form to the IRS Unless Requested To Do So**

For Privacy Act and Paperwork Reduction Act Notice, see instructions.

Form **8879-TE** (2024)

Form **990**Department of the Treasury
Internal Revenue Service**Return of Organization Exempt From Income Tax**Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form990 for instructions and the latest information.18
OMB No. 1545-0047**2024**Open to Public
Inspection**A** For the 2024 calendar year, or tax year beginning **JUL 1, 2024** and ending **JUN 30, 2025**

B Check if applicable: ☐ Address change ☐ Name change ☐ Initial return ☐ Final return/terminated ☐ Amended return ☐ Application pending	C Name of organization PACIFIC VIEW CHARTER SCHOOL Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite 6401 LINDA VISTA ROAD ROOM 607 City or town, state or province, country, and ZIP or foreign postal code SAN DIEGO, CA 92111 F Name and address of principal officer: KATHI COHEN SAME AS C ABOVE	D Employer identification number 33-0920682 E Telephone number (760) 757-0161 G Gross receipts \$ 11,000,702. H(a) Is this a group return for subordinates? ☐ Yes ☒ No H(b) Are all subordinates included? ☐ Yes ☐ No If "No," attach a list. See instructions H(c) Group exemption number
I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527		
J Website: WWW.PACIFICVIEW.ORG		
K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other		L Year of formation: 1999 M State of legal domicile: CA

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: TO FOCUS ON THE SUCCESS OF EACH STUDENT & INVOLVE PARENTS IN THE EDUCATION OF THEIR CHILDREN.		
	2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	3
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	3
	5 Total number of individuals employed in calendar year 2024 (Part V, line 2a)	5	98
	6 Total number of volunteers (estimate if necessary)	6	0
	7 a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.	
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year 13,334,990.	Current Year 10,515,117.
	9 Program service revenue (Part VIII, line 2g)	0.	0.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	426,182.	485,585.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	0.	0.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	13,761,172.	11,000,702.
	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
Expenses	14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	8,434,920.	9,286,941.
	16a Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b Total fundraising expenses (Part IX, column (D), line 25)	0.	
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	2,174,937.	2,308,712.
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	10,609,857.	11,595,653.
	19 Revenue less expenses. Subtract line 18 from line 12	3,151,315.	-594,951.
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year 18,756,947.	End of Year 17,697,460.
	21 Total liabilities (Part X, line 26)	3,544,540.	3,080,004.
	22 Net assets or fund balances. Subtract line 21 from line 20	15,212,407.	14,617,456.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer	Date		
	ERIN GORENCE, EXECUTIVE DIRECTOR Type or print name and title			
Paid Preparer Use Only	Preparer's name MICHAEL SHAFER	Preparer's signature MICHAEL SHAFER	Date 05/06/26	Check if self-employed ☐ PTIN P00529840
	Firm's name BAKER TILLY ADVISORY GROUP, LP	Firm's EIN 39-0859910		Phone no. 858.597.4100
	Firm's address 4747 EXECUTIVE DRIVE, SUITE 1300 SAN DIEGO, CA 92121			

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III ☐

1 Briefly describe the organization's mission:

TO FOCUS ON THE SUCCESS OF EACH STUDENT & INVOLVE PARENTS IN THE EDUCATION OF THEIR CHILDREN. THE SCHOOL IS COMITTED TO PROVIDING APPROPRIATE PHYSICAL SPACE, MATERIALS, QUALIFIED PERSONNEL, AND STAFF DEVELOPMENT IN ORDER TO GUIDE THE LEARNING OF ITS K-12 STUDENTS.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses.

Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ **10,643,533.** including grants of \$) (Revenue \$)
OPERATION OF A K-12 PUBLIC CHARTER SCHOOL.

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe on Schedule O.)

(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses **10,643,533.**

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	1 X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ? See instructions	2 X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>	3	X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>	4	X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? <i>If "Yes," complete Schedule C, Part III</i>	5	X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>	6	X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>	7	X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>	8	X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>	9	X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi-endowments? <i>If "Yes," complete Schedule D, Part V</i>	10	X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	11a X	
b Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>	11b	X
c Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>	11c	X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>	11d	X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	11e	X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>	11f	X
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>	12a X	
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>	12b	X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>	13 X	
14a Did the organization maintain an office, employees, or agents outside of the United States?	14a	X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>	14b	X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>	15	X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>	16	X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I. See instructions</i>	17	X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>	18	X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>	19	X
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>	20a	X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b	
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>	21	X

Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>	22	X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>	23	X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>	24a	X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b	
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c	
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d	
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>	25a	X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>	25b	X
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part II</i>	26	X
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>	27	X
28 Was the organization a party to a business transaction with one of the following parties? (See the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If "Yes," complete Schedule L, Part IV</i>	28a	X
b A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i>	28b	X
c A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i>	28c	X
29 Did the organization receive more than \$25,000 in noncash contributions? <i>If "Yes," complete Schedule M</i>	29	X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>	30	X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>	31	X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>	32	X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>	33	X
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>	34	X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a	X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>	35b	
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>	36	X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>	37	X
38 Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19?	38	X

Note: All Form 990 filers are required to complete Schedule O

Part V Statements Regarding Other IRS Filings and Tax ComplianceCheck if Schedule O contains a response or note to any line in this Part V ☐

	Yes	No
1a Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable	1a	0
b Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable	1b	98
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c	X

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

	Yes	No
2a Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	98
b If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b	X
3a Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a	X
b If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	3b	
4a At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a	X
b If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a	X
b Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b	X
c If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c	
6a Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a	X
b If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b	
7 Organizations that may receive deductible contributions under section 170(c).		
a Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a	X
b If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b	
c Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c	X
d If "Yes," indicate the number of Forms 8282 filed during the year	7d	
e Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e	X
f Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f	X
g If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g	
h If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h	
8 Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8	
9 Sponsoring organizations maintaining donor advised funds.		
a Did the sponsoring organization make any taxable distributions under section 4966?	9a	
b Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b	
10 Section 501(c)(7) organizations. Enter:		
a Initiation fees and capital contributions included on Part VIII, line 12	10a	
b Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11 Section 501(c)(12) organizations. Enter:		
a Gross income from members or shareholders	11a	
b Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	
b If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13 Section 501(c)(29) qualified nonprofit health insurance issuers.		
a Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a	
b Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c Enter the amount of reserves on hand	13c	
14a Did the organization receive any payments for indoor tanning services during the tax year?	14a	X
b If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b	
15 Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see the instructions and file Form 4720, Schedule N.	15	X
16 Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16	X
17 Section 501(c)(21) organizations. Did the trust, or any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.	17	

Part VI Governance, Management, and Disclosure. For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI ☒ **X**

Section A. Governing Body and Management

	1a	1b	2	3	4	5	6	7a	7b	8a	8b	9	Yes	No
1a Enter the number of voting members of the governing body at the end of the tax year	3													
If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.														
b Enter the number of voting members included on line 1a, above, who are independent		3												
2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?			2											X
3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?				3										X
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?					4									X
5 Did the organization become aware during the year of a significant diversion of the organization's assets?						5								X
6 Did the organization have members or stockholders?							6							X
7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?								7a						X
b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?									7b					X
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:														
a The governing body?										8a			X	
b Each committee with authority to act on behalf of the governing body?											8b		X	
9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O												9		X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

	10a	10b	11a	11b	12a	12b	12c	13	14	15a	15b	16a	16b	Yes	No
10a Did the organization have local chapters, branches, or affiliates?	10a														X
b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		10b													
11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?			11a											X	
b Describe on Schedule O the process, if any, used by the organization to review this Form 990.															
12a Did the organization have a written conflict of interest policy? If "No," go to line 13					12a									X	
b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?						12b								X	
c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe on Schedule O how this was done							12c							X	
13 Did the organization have a written whistleblower policy?								13						X	
14 Did the organization have a written document retention and destruction policy?									14					X	
15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?															
a The organization's CEO, Executive Director, or top management official										15a				X	
b Other officers or key employees of the organization											15b			X	
If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.															
16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?												16a			X
b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?													16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed CA

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

☐ Own website ☐ Another's website ☒ Upon request ☐ Other (explain on Schedule O)

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records

THE ORGANIZATION - (760) 757-0161
6401 LINDA VISTA ROAD ROOM 607, SAN DIEGO, CA 92111

Part VII	Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors
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Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

• List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.

- List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than \$100,000 from the organization and any related organizations.

• List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.

- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

See the instructions for the order in which to list the persons above.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

[illegible]

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
1b Subtotal								1,041,621.	0.	295,013.
c Total from continuation sheets to Part VII, Section A								0.	0.	0.
d Total (add lines 1b and 1c)								1,041,621.	0.	295,013.

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization

22

- 3** Did the organization list any **former** officer, director, trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*
- 4** For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? *If "Yes," complete Schedule J for such individual*
- 5** Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*

	Yes	No
3		X
4	X	
5		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
PEDIATRIC THERAPY SERVICES 815 BURNING TRAIL, CAROL STREAM, IL 60188	SPECIAL EDUCATION SERVICES (SPEECH, AU	150,905.
2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization		1

Form 990 (2024)

Part VIII Statement of RevenueCheck if Schedule O contains a response or note to any line in this Part VIII ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c					
	d Related organizations	1d					
	e Government grants (contributions)	1e	10,513,603.				
	f All other contributions, gifts, grants, and similar amounts not included above ...	1f	1,514.				
	g Noncash contributions included in lines 1a-1f	1g	\$				
	h Total. Add lines 1a-1f			10,515,117.			
Program Service Revenue			Business Code				
	2 a						
	b						
	c						
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a-2f						
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)			485,585.			485,585.
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
		(i) Real	(ii) Personal				
	6 a Gross rents	6a					
	b Less: rental expenses ...	6b					
	c Rental income or (loss)	6c					
	d Net rental income or (loss)						
		(i) Securities	(ii) Other				
	7 a Gross amount from sales of assets other than inventory	7a					
	b Less: cost or other basis and sales expenses	7b					
	c Gain or (loss)	7c					
	d Net gain or (loss)						
	8 a Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18	8a					
	b Less: direct expenses	8b					
c Net income or (loss) from fundraising events							
9 a Gross income from gaming activities. See Part IV, line 19	9a						
b Less: direct expenses	9b						
c Net income or (loss) from gaming activities							
10 a Gross sales of inventory, less returns and allowances	10a						
b Less: cost of goods sold	10b						
c Net income or (loss) from sales of inventory							
Miscellaneous Revenue			Business Code				
	11 a						
	b						
	c						
	d All other revenue						
	e Total. Add lines 11a-11d						
12 Total revenue. See instructions			11,000,702.	0.	0.	485,585.	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21 ...				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	300,028.	300,028.		
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	5,998,380.	5,937,380.	61,000.	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	2,988,533.	2,969,088.	19,445.	
10 Payroll taxes				
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting				
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Sch O.)				
12 Advertising and promotion				
13 Office expenses				
14 Information technology				
15 Royalties				
16 Occupancy				
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials ...				
19 Conferences, conventions, and meetings				
20 Interest	56,870.		56,870.	
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	241,576.	241,576.		
23 Insurance	111,018.		111,018.	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a PROFESSIONAL/CONSULTING	595,595.	415,577.	180,018.	
b OTHER EXPENSES	576,743.	365,438.	211,305.	
c BOOKS & SUPPLIES	334,378.	317,658.	16,720.	
d OPERATION & HOUSEKEEPIN	150,676.		150,676.	
e All other expenses	241,856.	96,788.	145,068.	
25 Total functional expenses. Add lines 1 through 24e	11,595,653.	10,643,533.	952,120.	0.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ☐ if following SOP 98-2 (ASC 958-720)				

Part X Balance SheetCheck if Schedule O contains a response or note to any line in this Part X ☐

		(A) Beginning of year		(B) End of year
Assets	1 Cash - non-interest-bearing	13,354,241.	1	11,940,899.
	2 Savings and temporary cash investments		2	
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	421,968.	4	714,546.
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges	10,138.	9	160,193.
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 6,814,098.		
	b Less: accumulated depreciation	10b 1,932,276.	10c	4,881,822.
	11 Investments - publicly traded securities		11	
	12 Investments - other securities. See Part IV, line 11		12	
	13 Investments - program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11		15	
16 Total assets. Add lines 1 through 15 (must equal line 33)	18,756,947.	16	17,697,460.	
Liabilities	17 Accounts payable and accrued expenses	763,477.	17	655,457.
	18 Grants payable		18	
	19 Deferred revenue	1,286,510.	19	1,238,967.
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties	1,494,553.	23	1,185,580.
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26 Total liabilities. Add lines 17 through 25	3,544,540.	26	3,080,004.
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here ☒ and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	15,212,407.	27	14,617,456.
	28 Net assets with donor restrictions		28	
	Organizations that do not follow FASB ASC 958, check here ☐ and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
	32 Total net assets or fund balances	15,212,407.	32	14,617,456.
	33 Total liabilities and net assets/fund balances	18,756,947.	33	17,697,460.

Form 990 (2024)

Part XI Reconciliation of Net AssetsCheck if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	11,000,702.
2	Total expenses (must equal Part IX, column (A), line 25)	2	11,595,653.
3	Revenue less expenses. Subtract line 2 from line 1	3	-594,951.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	15,212,407.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	14,617,456.

Part XII Financial Statements and ReportingCheck if Schedule O contains a response or note to any line in this Part XII ☒

	Yes	No
1 Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2a	X
b Were the organization's financial statements audited by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☒ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2b	X
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? _____ If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	2c	X
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F? _____	3a	X
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits _____	3b	

Form 990 (2024)

SCHEDULE A
(Form 990)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

2024

Open to Public Inspection

Name of the organization

PACIFIC VIEW CHARTER SCHOOL

Employer identification number	
--------------------------------	--

33-0920682

Part I	Reason for Public Charity Status. (All organizations must complete this part.) See instructions.
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The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2 ☒ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990).)
- 3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____
- 5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- 6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7 ☐ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 8 ☐ A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
- 10 ☐ An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations

g Provide the following information about the supported organization(s).

g Provide the following information about the supported organization(s).						
(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4.						

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2024 (line 6, column (f), divided by line 11, column (f))	14	%
15 Public support percentage from 2023 Schedule A, Part II, line 14	15	%
16a 33 1/3% support test - 2024. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		
b 33 1/3% support test - 2023. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		
17a 10% -facts-and-circumstances test - 2024. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization		
b 10% -facts-and-circumstances test - 2023. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions		

Schedule A (Form 990) 2024

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						

14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ☐

Section C. Computation of Public Support Percentage

15 Public support percentage for 2024 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2023 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2024 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2023 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests - 2024. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ☐

b 33 1/3% support tests - 2023. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ☐

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ☐

Part IV Supporting Organizations

(Complete only if you checked a box on line 12 of Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer lines 3b and 3c below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer line 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?		
11a		
b A family member of a person described on line 11a above?		
11b		
c A 35% controlled entity of a person described on line 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI .		
11c		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
1		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		
2		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		
1		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
1		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
2		
3 By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.		
3		

Section E. Type III Functionally Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).			
a ☐ The organization satisfied the Activities Test. Complete line 2 below.			
b ☐ The organization is the parent of each of its supported organizations. Complete line 3 below.			
c ☐ The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).			
2 Activities Test. Answer lines 2a and 2b below.			
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.			
2a			
b Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.			
2b			
3 Parent of Supported Organizations. Answer lines 3a and 3b below.			
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No," provide details in Part VI .			
3a			
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.			
3b			

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

- 1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (*explain in Part VI*). See instructions.
All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (<i>explain in detail in Part VI</i>):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Schedule A (Form 990) 2024

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)**Section D - Distributions**

		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4	Amounts paid to acquire exempt-use assets	4
5	Qualified set-aside amounts (prior IRS approval required - <i>provide details in Part VI</i>)	5
6	Other distributions (describe in Part VI). See instructions.	6
7	Total annual distributions. Add lines 1 through 6.	7
8	Distributions to attentive supported organizations to which the organization is responsive (<i>provide details in Part VI</i>). See instructions.	8
9	Distributable amount for 2024 from Section C, line 6	9
10	Line 8 amount divided by line 9 amount	10

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2024	(iii) Distributable Amount for 2024
1 Distributable amount for 2024 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2024 (reasonable cause required - <i>explain in Part VI</i>). See instructions.			
3 Excess distributions carryover, if any, to 2024			
a From 2019			
b From 2020			
c From 2021			
d From 2022			
e From 2023			
f Total of lines 3a through 3e			
g Applied to under distributions of prior years			
h Applied to 2024 distributable amount			
i Carryover from 2019 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4 Distributions for 2024 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2024 distributable amount			
c Remainder. Subtract lines 4a and 4b from line 4.			
5 Remaining underdistributions for years prior to 2024, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, <i>explain in Part VI</i> . See instructions.			
6 Remaining underdistributions for 2024. Subtract lines 3h and 4b from line 1. For result greater than zero, <i>explain in Part VI</i> . See instructions.			
7 Excess distributions carryover to 2025. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2020			
b Excess from 2021			
c Excess from 2022			
d Excess from 2023			
e Excess from 2024			

Schedule A (Form 990) 2024

Part VI

Supplemental Information. Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

**Schedule B
(Form 990)**

(Rev. December 2024)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

Attach to Form 990, 990-EZ, or 990-PF.
Go to www.irs.gov/Form990 for the latest information.

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OMB No. 1545-0047

Name of the organization

PACIFIC VIEW CHARTER SCHOOL

Employer identification number

33-0920682

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

☒ 501(c)(3) (enter number) organization

☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation

☐ 527 political organization

Form 990-PF

☐ 501(c)(3) exempt private foundation

☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation

☐ 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

- ☒ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

- ☐ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** \$5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.
- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.
- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year \$

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

For Paperwork Reduction Act Notice, see the instructions for Form 990, 990-EZ, or 990-PF.

Schedule B (Form 990) (Rev. 12-2024)

Name of organization

Employer identification number

PACIFIC VIEW CHARTER SCHOOL

33-0920682

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	CA DEPARTMENT OF EDUCATION 1430 N STREET SACRAMENTO, CA 95814	\$ 10,247,829.	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
2	US DEPARTMENT OF EDUCATION 400 MARYLAND AVENUE, SW WASHINGTON, DC 20202	\$ 265,774.	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		\$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		\$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		\$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		\$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		\$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)

Name of organization

Employer identification number

PACIFIC VIEW CHARTER SCHOOL

33-0920682

Part II **Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

[illegible]

Name of organization	Employer identification number
PACIFIC VIEW CHARTER SCHOOL	33-0920682

Part III Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of \$1,000 or less for the year. (Enter this info. once.) \$ _____
Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee

SCHEDULE D**(Form 990)**

(Rev. December 2024)

Department of the Treasury
Internal Revenue Service**Supplemental Financial Statements**Complete if the organization answered "Yes" on Form 990,
Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.

Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

**Open to Public
Inspection**

Name of the organization

PACIFIC VIEW CHARTER SCHOOL

Employer identification number

33-0920682

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?	☐ Yes	☐ No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?	☐ Yes	☐ No

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

☐ Preservation of land for public use (for example, recreation or education) ☐ Preservation of a historically important land area

☐ Protection of natural habitat ☐ Preservation of a certified historic structure

☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included on line 2a	2c
d Number of conservation easements included on line 2c acquired after July 25, 2006, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year

4 Number of states where property subject to conservation easement is located

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?

☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year

8 Does each conservation easement reported on line 2d above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?

☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items.

(i) Revenue included on Form 990, Part VIII, line 1 \$

(ii) Assets included in Form 990, Part X \$

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1 \$

b Assets included in Form 990, Part X \$

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule D (Form 990) (Rev. 12-2024)

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply).

a ☐ Public exhibition

d ☐ Loan or exchange program

b ☐ Scholarly research

e ☐ Other _____

c ☐ Preservation for future generations

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian, or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

c Beginning balance

d Additions during the year

e Distributions during the year

f Ending balance

	Amount
1c	
1d	
1e	
1f	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided in Part XIII ☐

Part V Endowment Funds Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment _____ %

b Permanent endowment _____ %

c Term endowment _____ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

(i) Unrelated organizations?

(ii) Related organizations?

b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? ☐

	Yes	No
3a(i)		
3a(ii)		
3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land		1,158,491.		1,158,491.
b Buildings		4,214,404.	1,365,290.	2,849,114.
c Leasehold improvements				
d Equipment		451,688.	451,688.	0.
e Other		989,515.	115,298.	874,217.
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, line 10c, column (B))				4,881,822.

Schedule D (Form 990) (Rev. 12-2024)

Part VII Investments - Other Securities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, line 12, col. (B))		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, line 13, col. (B))		

Part IX Other Assets

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, line 15, col. (B))	

Part X Other Liabilities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, line 25, col. (B))	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ... ☐

Schedule D (Form 990) (Rev. 12-2024)

Part XI	Reconciliation of Revenue per Audited Financial Statements With Revenue per Return
----------------	---

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements	1	11,000,702.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
a	Net unrealized gains (losses) on investments	2a	
b	Donated services and use of facilities	2b	
c	Recoveries of prior year grants	2c	
d	Other (Describe in Part XIII.)	2d	
e	Add lines 2a through 2d	2e	0.
3	Subtract line 2e from line 1	3	11,000,702.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	0.
5	Total revenue. Add lines 3 and 4c . (This must equal Form 990, Part I, line 12.)	5	11,000,702.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return	
---	--

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1		Total expenses and losses per audited financial statements	1	11,595,653.
2		Amounts included on line 1 but not on Form 990, Part IX, line 25:		
a	Donated services and use of facilities	2a		
b	Prior year adjustments	2b		
c	Other losses	2c		
d	Other (Describe in Part XIII.)	2d		
e		Add lines 2a through 2d	2e	0.
3		Subtract line 2e from line 1	3	11,595,653.
4		Amounts included on Form 990, Part IX, line 25, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c		Add lines 4a and 4b	4c	0.
5		Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)	5	11,595,653.

Part XIII Supplemental Information

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

[illegible]

**SCHEDULE E
(Form 990)**

(Rev. December 2024)

Department of the Treasury
Internal Revenue Service**Schools****Complete if the organization answered "Yes" on Form 990, Part IV, line 13, or
Form 990-EZ, Part VI, line 48.****Attach to Form 990 or Form 990-EZ.****Go to www.irs.gov/Form990 for instructions and the latest information.**

OMB No. 1545-0047

**Open to Public
Inspection**

Name of the organization

PACIFIC VIEW CHARTER SCHOOL

Employer identification number

33-0920682**Part I**

- 1** Does the organization have a racially nondiscriminatory policy toward students by statement in its charter, bylaws, other governing instrument, or in a resolution of its governing body?
- 2** Does the organization include a statement of its racially nondiscriminatory policy toward students in all its brochures, catalogues, and other written communications with the public dealing with student admissions, programs, and scholarships?
- 3** Has the organization publicized its racially nondiscriminatory policy on its primary publicly accessible Internet homepage at all times during its tax year in a manner reasonably expected to be noticed by visitors to the homepage, or through newspaper or broadcast media during the period of solicitation for students, or during the registration period if it has no solicitation program, in a way that makes the policy known to all parts of the general community it serves? If "Yes," please describe. If "No," please explain. If you need more space, use Part II
- NONDISCRIMINATORY POLICY INCLUDED IN ALL ADVERTISEMENTS & ENROLLMENT MATERIALS.**

- 4** Does the organization maintain the following:
- a** Records indicating the racial composition of the student body, faculty, and administrative staff?
- b** Records documenting that scholarships and other financial assistance are awarded on a racially nondiscriminatory basis?
- c** Copies of all catalogues, brochures, announcements, and other written communications to the public dealing with student admissions, programs, and scholarships?
- d** Copies of all material used by the organization or on its behalf to solicit contributions?
- If you answered "No" to any of the above, please explain. If you need more space, use Part II.

- 5** Does the organization discriminate by race in any way with respect to:
- a** Students' rights or privileges?
- b** Admissions policies?
- c** Employment of faculty or administrative staff?
- d** Scholarships or other financial assistance?
- e** Educational policies?
- f** Use of facilities?
- g** Athletic programs?
- h** Other extracurricular activities?
- If you answered "Yes" to any of the above, please explain. If you need more space, use Part II.

- 6a** Does the organization receive any financial aid or assistance from a governmental agency?
- b** Has the organization's right to such aid ever been revoked or suspended?
- If you answered "Yes" on either line 6a or line 6b, explain in Part II.
- 7** Does the organization certify that it has complied with the applicable requirements of sections 4.01 through 4.05 of Rev. Proc. 75-50, 1975-2 C.B. 587, as modified by Rev. Proc. 2019-22, 2019-22 I.R.B. 1260, covering racial nondiscrimination? If "No," explain in Part II

YES NO**1****X****2****X****3****X****4a****X****4b****X****4c****X****4d****X****5a****X****5b****X****5c****X****5d****X****5e****X****5f****X****5g****X****5h****X****6a****X****6b****X****7****X****For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.****Schedule E (Form 990) (Rev. 12-2024)**

Supplemental Information. Provide the explanations required by Part I, lines 3, 4d, 5h, 6b, and 7, as applicable. Also provide any other additional information. See instructions.

**SCHEDULE J
(Form 990)**(Rev. December 2024)
Department of the Treasury
Internal Revenue Service**Compensation Information**For certain Officers, Directors, Trustees, Key Employees, and Highest
Compensated Employees
Complete if the organization answered "Yes" on Form 990, Part IV, line 23.
Attach to Form 990.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

**Open to Public
Inspection**

Name of the organization

PACIFIC VIEW CHARTER SCHOOL

Employer identification number

33-0920682**Part I Questions Regarding Compensation**

	Yes	No
1a Check the appropriate box(es) if the organization provided any of the following to or for a person listed on Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items.		
☐ First-class or charter travel		
☐ Travel for companions		
☐ Tax indemnification and gross-up payments		
☐ Discretionary spending account		
☐ Housing allowance or residence for personal use		
☐ Payments for business use of personal residence		
☐ Health or social club dues or initiation fees		
☐ Personal services (such as maid, chauffeur, chef)		
b If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain	1b	
2 Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked on line 1a?	2	
3 Indicate which, if any, of the following the organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III.		
☐ Compensation committee		
☐ Independent compensation consultant		
☐ Form 990 of other organizations		
☐ Written employment contract		
☐ Compensation survey or study		
☐ Approval by the board or compensation committee		
4 During the year, did any person listed on Form 990, Part VII, Section A, line 1a, with respect to the filing organization or a related organization:		
a Receive a severance payment or change-of-control payment?	4a	X
b Participate in or receive payment from a supplemental nonqualified retirement plan?	4b	X
c Participate in or receive payment from an equity-based compensation arrangement?	4c	X
If "Yes" to any of lines 4a-c, list the persons and provide the applicable amounts for each item in Part III.		
Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5-9.		
5 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of:		
a The organization?	5a	X
b Any related organization?	5b	X
If "Yes" on line 5a or 5b, describe in Part III.		
6 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of:		
a The organization?	6a	X
b Any related organization?	6b	X
If "Yes" on line 6a or 6b, describe in Part III.		
7 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization provide any nonfixed payments not described on lines 5 and 6? If "Yes," describe in Part III	7	X
8 Were any amounts reported on Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III	8	X
9 If "Yes" on line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)?	9	

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule J (Form 990) (Rev. 12-2024)

Part II Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees. Use duplicate copies if additional space is needed.

For each individual whose compensation must be reported on Schedule J, report compensation from the organization on row (i) and from related organizations, described in the instructions, on row (ii). Do not list any individuals that aren't listed on Form 990, Part VII.

Note: The sum of columns (B)(i)-(iii) for each listed individual must equal the total amount of Form 990, Part VII, Section A, line 1a, applicable column (D) and (E) amounts for that individual.

(A) Name and Title		(B) Breakdown of W-2 and/or 1099-MISC and/or 1099-NEC compensation			(C) Retirement and other deferred compensation	(D) Nontaxable benefits	(E) Total of columns (B)(i)-(D)	(F) Compensation in column (B) reported as deferred on prior Form 990
		(i) Base compensation	(ii) Bonus & incentive compensation	(iii) Other reportable compensation				
(1) ERIN GORENCE EXECUTIVE DIRECTOR	(i)	228,132.	0.	0.	0.	41,358.	269,490.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(2) GAYL JOHNSON DIRECTOR OF STUDENT SERVIC	(i)	208,724.	0.	0.	0.	55,852.	264,576.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(3) FRANCIS DE CASTRO SCHOOL PSYCHOLOGIST	(i)	154,665.	0.	0.	0.	57,381.	212,046.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(4) JILL CHANG FISCAL & OPERATIONS COORDINATOR	(i)	151,559.	0.	0.	0.	59,776.	211,335.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(5) LINDA MOORE SPECIAL ED COORDINATOR	(i)	157,483.	0.	0.	0.	41,788.	199,271.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(6) KATHERINE MECK SITE SUPERVISOR	(i)	141,058.	0.	0.	0.	38,858.	179,916.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							

**SCHEDULE O
(Form 990)**

(Rev. December 2024)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

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OMB No. 1545-0047

**Open to Public
Inspection**

Name of the organization

PACIFIC VIEW CHARTER SCHOOL

Employer identification number

33-0920682

FORM 990, PART VI, SECTION B, LINE 11B:

FORM 990 IS REVIEWED BY THE SIGNING OFFICER BEFORE FILING.

FORM 990, PART VI, SECTION B, LINE 12C:

BOARD MEMBERS & KEY EMPLOYEES FILE ANNUAL CALIFORNIA FORM 700 WHICH
DISCLOSES ANY CONFLICTS. IF A CONFLICT ARISES THE INDIVIDUAL IS ASKED TO
EXCUSE HIMSELF/HERSELF FROM ALL VOTING & DISCUSSION ON THE ISSUE

FORM 990, PART VI, SECTION B, LINE 15:

COMPENSATION FOR TOP MANAGEMENT, OFFICERS & KEY EMPLOYEES IS APPROVED BY
THE BOARD OF DIRECTORS AFTER REVIEW OF COMPARABLE COMPENSATION & CONTRACT
LANGUAGE.

FORM 990, PART VI, SECTION C, LINE 19:

ALL DOCUMENTS ARE AVAILABLE UPON REQUEST.

FORM 990, PART XII, LINE 2C:

THE PROCESS HAS NOT CHANGED

2024 DEPRECIATION AND AMORTIZATION REPORT

FORM 990 PAGE 10

990

Asset No.	Description	Date Acquired	Method	Life	C o n v	Line No.	Unadjusted Cost Or Basis	Bus % Excl	Section 179 Expense	* Reduction In Basis	Basis For Depreciation	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
	BUILDINGS														
2	BUILDINGS	08/04/10	SL	40.00		16	4,214,404.				4,214,404.	1,239,012.		126,278.	1,365,290.
	* 990 PAGE 10 TOTAL BUILDINGS						4,214,404.				4,214,404.	1,239,012.		126,278.	1,365,290.
	MACHINERY & EQUIPMENT														
3	EQUIPMENT	08/01/14	SL	5.00		16	451,688.				451,688.	451,688.		0.	451,688.
	* 990 PAGE 10 TOTAL MACHINERY & EQUIPMENT						451,688.				451,688.	451,688.		0.	451,688.
	LAND														
1	LAND	08/04/10	L				1,158,491.				1,158,491.			0.	
	* 990 PAGE 10 TOTAL LAND						1,158,491.				1,158,491.	0.		0.	0.
	OTHER														
4	LEASEHOLD IMPROVEMENTS	07/01/24	SL	15.00		16	989,515.				989,515.			115,298.	115,298.
	* 990 PAGE 10 TOTAL OTHER						989,515.				989,515.	0.		115,298.	115,298.
	* GRAND TOTAL 990 PAGE 10 DEPR						6,814,098.				6,814,098.	1,690,700.		241,576.	1,932,276.
	CURRENT YEAR ACTIVITY														
	BEGINNING BALANCE						5,824,583.			0.	5,824,583.	1,690,700.			1,816,978.
	ACQUISITIONS						989,515.			0.	989,515.	0.			115,298.
	DISPOSITIONS/RETIRED						0.			0.	0.	0.			0.
	ENDING BALANCE						6,814,098.			0.	6,814,098.	1,690,700.			1,932,276.

428111 04-01-24

(D) - Asset disposed

* ITC, Salvage, Bonus, Commercial Revitalization Deduction, GO Zone

990

* ITC, Salvage, Bonus, Commercial Revitalization Deduction, GO Zone

TAXABLE YEAR
2024**California e-file Return Authorization for
Exempt Organizations**FORM
8453-EO

Exempt Organization name	Identifying number
PACIFIC VIEW CHARTER SCHOOL	33-0920682

Part I Electronic Return Information (whole dollars only)

1 Total gross receipts or unrelated business taxable income (Form 199, line 4 or Form 109, line 5)	1	11,000,702
2 Total gross income or total tax (Form 199, line 8 or Form 109, line 14)	2	11,000,702
3 Refund (Form 109, line 26)	3	
4 Balance due or Total amount due (Form 199, line 16 or Form 109, line 29)	4	

Part II Settle Your Account Electronically for Taxable Year 2024

5 Direct deposit of refund (Form 109 only.)	
6 Electronic funds withdrawal 6a Amount 6b Withdrawal date (mm/dd/yyyy)	

Part III Schedule of Estimated Tax Payments for Taxable Year 2025 (These are **not** installment payments for the current amount the exempt organization owes.)

	First Payment	Second Payment	Third Payment	Fourth Payment
7 Amount				
8 Withdrawal Date				

Part IV Banking Information (Have you verified the exempt organization's banking information?)

9 Routing number	
10 Account number	11 Type of account: ☐ Checking ☐ Savings

Part V Declaration of Officer

I authorize the exempt organization's account to be settled as designated in Part II. If I check Part II, box 5, I declare that the bank account specified in Part IV for the direct deposit refund agrees with the authorization stated on my return. If I check Part II, box 6, I authorize an electronic funds withdrawal for the amount listed on line 6a and any estimated payment amounts listed on Part III, line 7 from the bank account specified in Part IV.

Under penalties of perjury, I declare that I am an officer of the above exempt organization and that the information I provided to my electronic return originator (ERO), transmitter, or intermediate service provider and the amounts in Part I above agree with the amounts on the corresponding lines of the exempt organization's 2024 California electronic return. To the best of my knowledge and belief, the exempt organization's return is true, correct, and complete. If the exempt organization is filing a balance due return, I understand that if the Franchise Tax Board (FTB) does not receive full and timely payment of the exempt organization's tax liability, the exempt organization will remain liable for the tax liability and all applicable interest and penalties. I authorize the exempt organization return and accompanying schedules and statements be transmitted to the FTB by the ERO, transmitter, or intermediate service provider. **If the processing of the exempt organization's return or refund is delayed, I authorize the FTB to disclose to the ERO or intermediate service provider the reason(s) for the delay or the date when the refund was sent.**

Sign Here  _____ **EXECUTIVE DIRECTOR**
Signature of officer Date Title

Part VI Declaration of Electronic Return Originator (ERO) and Paid Preparer.

I declare that I have reviewed the above exempt organization's return and that the entries on form FTB 8453-EO are complete and correct to the best of my knowledge. (If I am only an intermediate service provider, I understand that I am not responsible for reviewing the exempt organization's return. I declare, however, that form FTB 8453-EO accurately reflects the data on the return.) I have obtained the organization officer's signature on form FTB 8453-EO before transmitting this return to the FTB. I have provided the organization officer with a copy of all forms and information that I will file with the FTB, and I have followed all other requirements described in FTB Pub. 1345, 2024 Handbook for Authorized e-file Providers. I will keep form FTB 8453-EO on file for **four** years from the due date of the return or **four** years from the date the exempt organization return is filed, whichever is later, and I will make a copy available to the FTB upon request. If I am also the paid preparer, under penalties of perjury, I declare that I have examined the above exempt organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

ERO	ERO's signature 	Date	Check if also paid preparer ☒	Check if self-employed ☐	ERO's PTIN
Must Sign	Firm's name (or yours if self-employed) and address				Firm's FEIN
	MICHAEL SHAFER	05/06/26			P00529840
	BAKER TILLY ADVISORY GROUP, LP				39-0859910
	4747 EXECUTIVE DRIVE, SUITE 1300				
	SAN DIEGO, CA				ZIP code 92121

Under penalties of perjury, I declare that I have examined the above organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

Paid Preparer	Paid preparer's signature 	Date	Check if self-employed ☐	Paid preparer's PTIN
Must Sign	Firm's name (or yours if self-employed) and address			Firm's FEIN
				ZIP code

2024

California Exempt Organization
Annual Information Return

55

428941 01-14-25

FORM

199

Calendar Year 2024 or fiscal year beginning (mm/dd/yyyy) 07/01/2024, and ending (mm/dd/yyyy) 06/30/2025

Corporation/Organization name

PACIFIC VIEW CHARTER SCHOOL

Additional information. See instructions.

California corporation number

2167985

FEIN

33-0920682

Street address (suite or room)

6401 LINDA VISTA ROAD ROOM 607

City

SAN DIEGO

State

CA

ZIP code

92111

Foreign country name

Foreign province/state/county

Foreign postal code

A First return	☐ Yes ☒ No	I Did the organization have any changes to its guidelines not reported to the FTB? See instructions	☐ Yes ☒ No
B Amended return	☐ Yes ☒ No	J If exempt under R&TC Section 23701d, has the organization engaged in political activities? See instructions.	☐ Yes ☒ No
C IRC Section 4947(a)(1) trust	☐ Yes ☒ No	K Is the organization exempt under R&TC Section 23701g? If "Yes," enter the gross receipts from nonmember sources \$	☐ Yes ☒ No
D Final information return?		L Is the organization a limited liability company?	☐ Yes ☒ No
☐ Dissolved ☐ Surrendered (Withdrawn) ☐ Merged/Reorganized		M Did the organization file Form 100 or Form 109 to report taxable income?	☐ Yes ☒ No
Enter date: (mm/dd/yyyy)		N Is the organization under audit by the IRS or has the IRS audited in a prior year?	☐ Yes ☒ No
E Check accounting method: (1) ☐ Cash (2) ☒ Accrual (3) ☐ Other		O Is federal Form 1023/1024 pending? Date filed with IRS	☐ Yes ☒ No
F Federal return filed? (1) ☐ 990T (2) ☐ 990PF (3) ☐ Sch H (990) (4) ☒ Other 990 series			
G Is this a group filing? See instructions	☐ Yes ☒ No		
H Is this organization in a group exemption? If "Yes," what is the parent's name?	☐ Yes ☒ No		

Part I Complete Part I unless not required to file this form. See General Information B and C.

Receipts and Revenues	1	Gross sales or receipts from other sources. From Side 2, Part II, line 8	1	485,585	00
	2	Gross dues and assessments from members and affiliates	2		00
	3	Gross contributions, gifts, grants, and similar amounts received	3	10,515,117	00
	4	Total gross receipts for filing requirement test. Add line 1 through line 3. This line must be completed. If the result is less than \$50,000, see General Information B	4	11,000,702	00
	5	Cost of goods sold	5		00
	6	Cost or other basis, and sales expenses of assets sold	6		00
	7	Total costs. Add line 5 and line 6	7		00
	8	Total gross income. Subtract line 7 from line 4	8	11,000,702	00
Expenses	9	Total expenses and disbursements. From Side 2, Part II, line 18	9	11,505,727	00
	10	Excess of receipts over expenses and disbursements. Subtract line 9 from line 8	10	-505,025	00
Payments	11	Total payments	11		00
	12	Use tax. See General Information K	12		00
	13	Payments balance. If line 11 is more than line 12, subtract line 12 from line 11	13		00
	14	Use tax balance. If line 12 is more than line 11, subtract line 11 from line 12	14		00
	15	Penalties and interest. See General Information J	15		00
	16	Balance due. Add line 12 and line 15. Then subtract line 11 from the result	16		00
Sign Here	Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.				
	Signature of officer	Title EXECUTIVE DIRE	Date	• Telephone	
Paid Preparer's Use Only	Preparer's signature	MICHAEL SHAFER	Date	05/06/26	Check if self-employed ☐
	Firm's name (or yours, if self-employed) and address	BAKER TILLY ADVISORY GROUP, LP 4747 EXECUTIVE DRIVE, SUITE 1300 SAN DIEGO, CA 92121			• PTIN P00529840
					• Firm's FEIN 39-0859910
					• Telephone 858.597.4100
May the FTB discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No					

Part II Organizations with gross receipts of more than \$50,000 and private foundations regardless of amount of gross receipts - complete Part II or furnish substitute information.

Receipts from Other Sources	1	Gross sales or receipts from all business activities. See instructions	•	1		00
	2	Interest	•	2	485,585	00
	3	Dividends	•	3		00
	4	Gross rents	•	4		00
	5	Gross royalties	•	5		00
	6	Gross amount received from sale of assets (See instructions)	•	6		00
	7	Other income. Attach schedule	•	7		00
	8	Total gross sales or receipts from other sources. Add line 1 through line 7. Enter here and on Side 1, Part I, line 1	•	8	485,585	00
	9	Contributions, gifts, grants, and similar amounts paid. Attach schedule	•	9		00
	10	Disbursements to or for members.	•	10		00
	11	Compensation of officers, directors, and trustees. Attach schedule SEE STATEMENT 2	•	11	300,028	00
	12	Other salaries and wages	•	12	5,998,380	00
	13	Interest	•	13	56,870	00
	14	Taxes	•	14		00
	15	Rents	•	15		00
	16	Depreciation and depletion (See instructions)	•	16	151,650	00
	17	Other expenses and disbursements. Attach schedule SEE STATEMENT 3	•	17	4,998,799	00
	18	Total expenses and disbursements. Add line 9 through line 17. Enter here and on Side 1, Part I, line 9	•	18	11,505,727	00

Schedule L Balance Sheet		Beginning of taxable year		End of taxable year	
Assets		(a)	(b)	(c)	(d)
1	Cash		13,354,241	•	11,940,899
2	Net accounts receivable		421,968	•	714,546
3	Net notes receivable			•	
4	Inventories			•	
5	Federal and state government obligations			•	
6	Investments in other bonds			•	
7	Investments in stock			•	
8	Mortgage loans			•	
9	Other investments. Attach schedule			•	
10 a	Depreciable assets STMT 7	5,502,809		5,655,607	
b	Less accumulated depreciation	1,690,700	3,812,109	1,842,350	3,813,257
11	Land		1,158,491	•	1,158,491
12	Other assets. Attach schedule STMT 4		10,138	•	160,193
13	Total assets		18,756,947		17,787,386
Liabilities and net worth					
14	Accounts payable		763,477	•	655,457
15	Contributions, gifts, or grants payable			•	
16	Bonds and notes payable			•	
17	Mortgages payable		1,494,553	•	1,185,580
18	Other liabilities. Attach schedule STMT 5		1,286,510		1,238,967
19	Capital stock or principal fund			•	
20	Paid-in or capital surplus. Attach reconciliation			•	
21	Retained earnings or income fund		15,212,407	•	14,707,382
22	Total liabilities and net worth		18,756,947		17,787,386

Schedule M-1 Reconciliation of income per books with income per return

Do not complete this schedule if the amount on Schedule L, line 13, column (d), is less than \$50,000.

1	Net income per books	•	-505,025	7	Income recorded on books this year not included in this return. Attach schedule	•	
2	Federal income tax	•		8	Deductions in this return not charged against book income this year. Attach schedule	•	
3	Excess of capital losses over capital gains	•		9	Total. Add line 7 and line 8		
4	Income not recorded on books this year. Attach schedule	•		10	Net income per return. Subtract line 9 from line 6		-505,025
5	Expenses recorded on books this year not deducted in this return. Attach schedule	•					
6	Total. Add line 1 through line 5		-505,025				

CA 199 CASH CONTRIBUTIONS INCLUDED ON PART I, LINE 3 STATEMENT 1

CONTRIBUTOR'S NAME	CONTRIBUTOR'S ADDRESS	DATE OF GIFT	AMOUNT
CA DEPARTMENT OF EDUCATION	1430 N STREET SACRAMENTO, CA 95814		10,247,829.
US DEPARTMENT OF EDUCATION	400 MARYLAND AVENUE, SW WASHINGTON, DC 20202		265,774.
TOTAL INCLUDED ON LINE 3			10,513,603.

CA 199 COMPENSATION OF OFFICERS, DIRECTORS AND TRUSTEES STATEMENT 2

<u>NAME AND ADDRESS</u>	<u>TITLE AND AVERAGE HRS WORKED/WK</u>	<u>COMPENSATION</u>
ERIN GORENCE 6401 LINDA VISTA ROAD ROOM 607 SAN DIEGO, CA 92111	EXECUTIVE DIRECTOR 40.00	300,028.
GAYL JOHNSON 6401 LINDA VISTA ROAD ROOM 607 SAN DIEGO, CA 92111	DIRECTOR OF STUDENT SERVIC 40.00	0.
FRANCIS DE CASTRO 6401 LINDA VISTA ROAD ROOM 607 SAN DIEGO, CA 92111	SCHOOL PSYCHOLOGIST 40.00	0.
JILL CHANG 6401 LINDA VISTA ROAD ROOM 607 SAN DIEGO, CA 92111	FISCAL & OPERATIONS COORDI 40.00	0.
LINDA MOORE 6401 LINDA VISTA ROAD ROOM 607 SAN DIEGO, CA 92111	SPECIAL ED COORDINATOR 40.00	0.
KATHERINE MECK 6401 LINDA VISTA ROAD ROOM 607 SAN DIEGO, CA 92111	SITE SUPERVISOR 40.00	0.
KATHI COHEN 6401 LINDA VISTA ROAD ROOM 607 SAN DIEGO, CA 92111	BOARD CHAIR 1.00	0.
RICARDO SANCHEZ 6401 LINDA VISTA ROAD ROOM 607 SAN DIEGO, CA 92111	BOARD TRUSTEE 1.00	0.
NOEL ROSS 6401 LINDA VISTA ROAD ROOM 607 SAN DIEGO, CA 92111	BOARD TRUSTEE - PARENT 1.00	0.
TOTAL TO FORM 199, PART II, LINE 11		300,028.

CA 199	OTHER EXPENSES	STATEMENT 3
DESCRIPTION		AMOUNT
PROFESSIONAL/CONSULTING		595,595.
OTHER EXPENSES		576,743.
BOOKS & SUPPLIES		334,378.
OPERATION & HOUSEKEEPIN		150,676.
OTHER EMPLOYEE BENEFITS		2,988,533.
INSURANCE		111,018.
ALL OTHER EXPENSES		241,856.
TOTAL TO FORM 199, PART II, LINE 17		4,998,799.

CA 199	OTHER ASSETS	STATEMENT 4
DESCRIPTION	BEG. OF YEAR	END OF YEAR
PREPAID EXPENSES AND DEFERRED CHARGES	10,138.	160,193.
TOTAL TO FORM 199, SCHEDULE L, LINE 12	10,138.	160,193.

CA 199	OTHER LIABILITIES	STATEMENT 5
DESCRIPTION	BEG. OF YEAR	END OF YEAR
DEFERRED REVENUE	1,286,510.	1,238,967.
TOTAL TO FORM 199, SCHEDULE L, LINE 18	1,286,510.	1,238,967.

CA 199	FUND BALANCES	STATEMENT 6
DESCRIPTION	BEG. OF YEAR	END OF YEAR
NET ASSETS WITHOUT DONOR RESTRICTIONS	15,212,407.	14,617,456.
TOTAL TO FORM 199, SCHEDULE L, LINE 21	15,212,407.	14,617,456.

CA SCHEDULE L	DEPRECIABLE ASSETS		STATEMENT 7
DESCRIPTION	COST OR OTHER BASIS	ACCUMULATED DEPRECIATION	END OF YEAR BOOK VALUE
BUILDINGS	4,214,404.	1,365,290.	2,849,114.
EQUIPMENT	451,688.	451,688.	0.
LEASEHOLD IMPROVEMENTS	989,515.	25,372.	964,143.
TOTAL TO FORM 199, SCH L, LINE 10	5,655,607.	1,842,350.	3,813,257.

TAXABLE YEAR
2024

**Corporation Depreciation
and Amortization**

61
CALIFORNIA FORM
3885

Attach to Form 100 or Form 100W.

FORM 199

FEIN 33-0920682

Corporation name

California corporation number

PACIFIC VIEW CHARTER SCHOOL

2167985

Part I Election To Expense Certain Property Under IRC Section 179

1	Maximum deduction under IRC Section 179 for California	1	\$25,000
2	Total cost of IRC Section 179 property placed in service	2	
3	Threshold cost of IRC Section 179 property before reduction in limitation	3	\$200,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for taxable year. Subtract line 4 from line 1. If zero or less, enter -0-	5	
(a) Description of property		(b) Cost (business use only)	(c) Elected cost
6			
7 Listed property (elected IRC Section 179 cost)		7	
8 Total elected cost of IRC Section 179 property. Add amounts in column (c), line 6 and line 7		8	
9 Tentative deduction. Enter the smaller of line 5 or line 8		9	
10 Carryover of disallowed deduction from prior taxable years		10	
11 Business income limitation. Enter the smaller of business income (not less than zero) or line 5		11	
12 IRC Section 179 expense deduction. Add line 9 and line 10, but do not enter more than line 11		12	
13 Carryover of disallowed deduction to 2025. Add line 9 and line 10, less line 12		13	

Part II Depreciation and Election of Additional First Year Depreciation Deduction Under R&TC Section 24356

(a) Description of property	(b) Date acquired (mm/dd/yyyy)	(c) Cost or other basis	(d) Depreciation allowed or allowable in earlier years	(e) Depreciation method	(f) Life or rate	(g) Depreciation for this year	(h) Additional first year depreciation
14							
SEE STATEMENT 8		6,814,098.	1,690,700.				
15 Add the amounts in column (g) and column (h). The total of column (h) may not exceed \$2,000. See instructions for line 14, column (h)						15	151,650

Part III Summary

16 Total: If the corporation is electing: IRC Section 179 expense, add the amount on line 12 and line 15, column (g) or Additional first year depreciation under R&TC Section 24356, add the amounts on line 15, columns (g) and (h) or Depreciation (if no election is made), enter the amount from line 15, column (g)	16	151,650
17 Total depreciation claimed for federal purposes from federal Form 4562, line 22	17	241,576
18 Depreciation adjustment. If line 17 is greater than line 16, enter the difference here and on Form 100 or Form 100W, Side 1, line 6. If line 17 is less than line 16, enter the difference here and on Form 100 or Form 100W, Side 2, line 12. (If California depreciation amounts are used to determine net income before state adjustments on Form 100 or Form 100W, no adjustment is necessary.)	18	-89,926

Part IV Amortization

(a) Description of property	(b) Date acquired (mm/dd/yyyy)	(c) Cost or other basis	(d) Amortization allowed or allowable in earlier years	(e) R&TC Section (see instructions)	(f) Period or percentage	(g) Amortization for this year
19						
20 Total. Add the amounts in column (g)	20					
21 Total amortization claimed for federal purposes from federal Form 4562, line 44	21					
22 Amortization adjustment. If line 21 is greater than line 20, enter the difference here and on Form 100 or Form 100W, Side 1, line 6. If line 21 is less than line 20, enter the difference here and on Form 100 or Form 100W, Side 2, line 12	22					

CA 3885		DEPRECIATION				STATEMENT 8	
ASSET NO./ DESCRIPTION	DATE IN SERVICE	COST OR BASIS	PRIOR DEPR	METHOD	LIFE	DEPRE- CIATION	BONUS
1 LAND	08/04/10	1,158,491.		L		0.	
2 BUILDINGS	08/04/10	4,214,404.	1,239,012.	SL	40.00	126,278.	
3 EQUIPMENT	08/01/14	451,688.	451,688.	SL	5.00	0.	
4 LEASEHOLD IMPROVEMENTS	07/01/24	989,515.		SL	39.00	25,372.	
TOTAL TO FORM 3885		6,814,098.	1,690,700.			151,650.	

Pacific View Charter Board Meeting

May 12, 2026

Administrative**AGENDA ITEM****5.3.1 - PVCS Bylaws Revision****Information Summary**

Pacific View Charter's current bylaws designate the Director of the School as Secretary, which has historically referred to the Executive Director/CEO. To ensure compliance with the Corporations Code prohibiting the Chair and CEO/President from concurrently serving as Secretary, the proposed amendment designates the Director of Curriculum and Instruction as Secretary.

This update will be reflected in a new Statement of Information filed with the California Secretary of State.

Responsible Party

Executive Director Gorence will discuss the updates to PVCS Bylaws.

Recommended Action:

That the board approves the revisions to PVCS Bylaws Revision.

BYLAWS OF PACIFIC VIEW CHARTER SCHOOL

ARTICLE I Purposes

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

ARTICLE II Offices

Section 1. Principal Office.

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

Section 2. Other Offices.

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

ARTICLE III Membership

Section 1. No Members.

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

ARTICLE IV Board of Trustees

Section 1. Powers.

Subject to the limitations of the California Nonprofit Public Benefit Corporation Law, the corporation's Articles of Incorporation and these Bylaws, and such California local public agency laws of general application as may be applicable to the corporation, the activities and affairs of the corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the corporation's activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. No assignment, referral or delegation of authority by the Board or anyone acting under such delegation shall preclude the Board from exercising full authority over the conduct of the corporation's activities, and the Board may rescind any such assignment, referral or delegation at any time.

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

- i. To select and remove all of the officers, agents and employees of the corporation; to prescribe powers and duties for them which are not inconsistent with law, the corporation's Articles of Incorporation or these Bylaws; to fix their compensation; and to require security from them for faithful service;
- ii. To conduct the affairs and activities of the corporation and to make such rules and regulations therefore which are not inconsistent with law, the corporation's Articles of Incorporation or these Bylaws;
- iii. To adopt, make and use a corporate seal and to alter the form of the seal from time to time;
- iv. To borrow money and incur indebtedness for the purposes of the corporation, and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities therefore.
- v. To act as trustee under any trust incidental to the principal object of the corporation, and receive, hold, administer, exchange and expend funds and property subject to such trust;
- vi. To acquire by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of real and personal property; and
- vii. To assume any obligations, enter into any contracts or other instruments, and do any and all other things incidental or expedient to the attainment of any corporate purpose.
- viii. To carry out such other duties as are described in the Charter of the Pacific View Charter School ("School") as approved by the Oceanside Unified School District.

Section 2. Number of Trustees.

The number of trustees of the corporation shall be no less than three (3) and no more than five (5) unless and until changed by amendment of these bylaws. Trustees may include, but are not limited to, community members, business owners, educators, parent/guardians, and other Charter School operators. It is desirable for at least one (1) trustee to be a parent/guardian of a PVCS student.

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

b. All trustees (other than the District-appointed representative referred to in Section 2.a) shall be designated by the existing Board of Trustees. Former employees of the school may serve on the Board of Trustees but must not be an interested person as defined in Section 19 of Article IV of these bylaws. All members of the Board of Trustees shall complete governance training.

Section 3. Terms of Office of Trustees.

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

b. Board Trustee Two (2) Vice Chairman shall have a term of office of *one (1) year*.

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

Section 4. Resignation and Removal.

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

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

Section 5. Vacancies.

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

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

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

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

Section 6. Place of Meeting.

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

Section 7. Meetings; Annual Meeting.

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

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

Section 8. Regular Meetings.

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

Section 9. Special Meetings.

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

Section 10. Notice of Special Meetings.

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

- a. Any such notice shall be addressed or delivered to each trustee at the trustee's address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the trustee for purposes of notice, or, if an address is not shown on the

Corporation's records or is not readily ascertainable, at the place at which the meetings of the Board of Trustees are regularly held.

- b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.

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

Section 11. Quorum.

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

Section 12. Teleconference Meetings.

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

- a. At a minimum, a quorum of the members of the Board of Trustees shall participate in the teleconference meeting from locations within the boundaries of the granting agency in which the Corporation operates;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Board of Trustees elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- d. All locations where a member of the Board of Trustees participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;

- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Trustees directly at each teleconference location; and
- f. Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

Section 13. Adjournment.

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

Section 14. Rights of Inspection.

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

Section 15. Board Committees.

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

- a. The approval of any action for which the California Nonprofit Public Benefit Corporation Law requires the approval of the Board;
- b. The filling of vacancies on the Board or on any committee which has the authority of the Board;
- c. The fixing of compensation of the trustees for serving on the Board or on any committee;
- d. The amendment or repeal of bylaws or the adoption of new bylaws;
- e. The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;
- f. The appointment of other committees having the authority of the Board;

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

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

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

Section 16. Other Committees.

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

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

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

Section 17 Fees and Compensation.

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

Section 18 Nonliability of Trustees.

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

Section 19 Interested Persons.

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

Section 20 Standard of Care.

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

- i. One or more officers or employees of the corporation whom the trustee believes to be reliable and competent in the matters presented;
- ii. Counsel, independent accountants or other persons as to matters which the trustee believes to be within such person's professional or expert competence; or
- iii. A committee of the Board upon which the trustee does not serve that is composed exclusively of any or any combination of trustees, persons described in paragraph i. or ii. as to matters within its designated authority, provided the trustee believes merits confidence and the trustee acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

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

Section 21. Interested Trustee's Vote.

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

Section 22. Persons Liable and Extent of Liability.

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

Section 23. Contracts or Transactions With Mutual Trustees.

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

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

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

Notwithstanding the foregoing, this Section shall not apply to self-dealing transactions described in Section 22 of this Article above.

Section 24. Corporate Loans and Advances.

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

such officer or trustee, if, in the absence of such advance, such trustee or officer would be entitled to be reimbursed for such expenses by the corporation, its parent or any subsidiary.

Section 25. Annual Report.

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

Section 26. Annual Statement of Certain Transactions and Indemnifications.

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

- i. Any “covered transaction” (defined below) during the previous fiscal year of the corporation involving (a) more than Fifty Thousand Dollars (\$50,000) or, (b) which was one of a number of “covered transactions” in which the same “interested person” (defined below) had a direct or indirect material financial interest, and which transactions in the aggregate involved more than Fifty Thousand Dollars (\$50,000). The statement shall describe the names of any “interested persons” involved in such covered transactions, including such “interested persons” relationship to the transaction, and, where practicable, the amount of such interest; provided, that in the case of a transaction with a partnership of which the “interested person” is only a partner, only the interest of the partnership need be stated.
- ii. For the purposes of this Section, a “covered transaction” is a transaction in which the corporation, its parent or its subsidiary, was a party, and in which either of the following had a direct or indirect material financial interest:
 - (1) Any trustee or officer of the corporation, or its parent or subsidiary; or
 - (2) Any holder of more than ten percent (10%) of the voting power of the corporation, its parent or its subsidiary.
- iii. The amount and circumstances of any indemnifications or advances aggregating more than Ten Thousand Dollars (\$10,000) paid during the fiscal year of the corporation to any officer or trustee of the corporation.

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

ARTICLE V Officer

Section 1. Officers.

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

Section 2. Appointment of Officers.

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

Section 3. Subordinate Officers.

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

Section 4. President.

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

Section 5. Secretary/School Director of Curriculum and Instruction

The secretary shall be the Director of Curriculum and Instruction the School and, shall keep, or cause to be kept, at the principal office of the corporation the State of California, the original or a copy of the corporation's Articles of Incorporation and bylaws, as amended to date, and a register showing the names of all trustees and their respective addresses. The secretary shall keep the seal of the corporation and shall affix

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

Section 6. Chief Financial Officer/Director of Business & Operations

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

Section 7. Removal and Resignations

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

Section 8. Vacancies.

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

ARTICLE VI Indemnification

Section 1. Indemnification. To the fullest extent permitted by law, the Corporation shall indemnify its trustees, officers, employees, and other persons described in

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

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

Section 2. Insurance.

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

Section 3. Nonapplicability to Fiduciaries of Employee Benefit Plans.

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

ARTICLE VII Miscellaneous

Section 1. Fiscal Year.

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

Section 2. Checks, Drafts, Etc.

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

Section 3. Endorsement or Execution of Documents and Contracts.

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

ARTICLE VIII Amendments

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

CERTIFICATE OF ADOPTION

I, the undersigned, do hereby certify:

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

Gina Campbell

Date

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ARTICLE VIII AMENDMENTS

**BYLAWS
OF
PACIFIC VIEW CHARTER SCHOOL**

DRAFT

**Last Amended 10-05-04
09-22-10
02-15-11
12-13-2011
06-16-2015
11-19-18
4-19-22**

Pacific View Charter Board Meeting

May 12, 2026

Administrative**AGENDA ITEM****5.3.2 - Amendment of Articles of Incorporation****Information Summary**

CalSTRS is requiring all charter schools to submit Form 0765 by June 30, 2026, certifying eligibility to participate in the public pension system. As part of this process, schools must confirm that their Articles of Incorporation include specific dissolution provisions required by CalSTRS.

PVC needs to amend their Articles of information accordingly, with board approval and timely filing with the California Secretary of State.

Responsible Party

Executive Director Gorence will discuss the need to amend the Articles of Incorporation.

Recommended Action:

That the board approves the Amendment of Articles of Incorporation as presented.

**CERTIFICATE OF AMENDMENT
OF ARTICLES OF INCORPORATION**

The undersigned certify that:

1. They are the President and Secretary, respectively, of Pacific View Charter School, a California nonprofit public benefit corporation, with California Entity Number 2167985.
2. Article V. of the Articles of Incorporation of this Corporation is amended to read as follows:

The property of this corporation is irrevocably dedicated to public purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member hereof or to the benefit of any private person. Upon the dissolution or final liquidation of the corporation, its assets remaining after payment of all debts and liabilities of the corporation shall be distributed to another public school that meets the requirements of Section III.A of IRS Notice 2015-07 for participation in a governmental plan under Section 414(d) of the Internal Revenue Code, or shall be distributed to the State of California, a political subdivision of the State, or an agency or instrumentality of the State or of a political subdivision of the State.

3. The foregoing amendment of the Articles of Incorporation has been duly approved by the Board of Directors.
4. The Corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: _____

Erin Gorence, President

Date: _____

Diane Gibson, Secretary

Pacific View Charter Board Meeting

May 12, 2026

Administrative**AGENDA ITEM****5.3.3 - Updated Student Policy #1****Information Summary**

Revisions to the student enrollment policy #1 updates outdated language and ensures alignment with current charter school law, enrollment practices, and administrative procedures.

Responsible Party

Executive Director Gorence will discuss the updates to Student Policy #1.

Recommended Action:

That the board approves the revisions to Student Policy #1.

ADMISSIONS AND ENROLLMENT

The goal of this admissions policy is to attract, enroll, and retain at Pacific View Charter School ~~our school~~ the broadest spectrum of students and families representative of the rich diversity existing in the County. ~~It is the sincere desire and the intent of Pacific View Charter School to achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils in its student population that reflects the general population residing in the District, consistent with Education Code Section 47605(c)(5)(G).~~ The School will be nonsectarian in its programs, admission policies, employment practices, and all other operations; the charter program will not charge tuition and the school will not discriminate in admissions or outreach against any pupil on the basis of ethnicity, national origin, gender or disability.

~~Our school~~ Pacific View Charter School is open to any student in ~~San Diego County or the surrounding counties of Riverside, Orange or Imperial~~ the state and ~~“if the number of pupils who wish to attend the charter school exceeds the school’s capacity, attendance, except for existing pupils of the charter school, shall be determined by a public random drawing.”~~ Preference shall be extended to pupils currently attending the charter school and the following preferences, which are listed below in order of priority:

- ~~Relatives of the school’s founding families (not to exceed 10% of the school’s total population)~~
- ~~Students residing within the boundaries of the sponsoring District. If enrollment was based on the preferential treatment received due to in-district residence, the student must continue to reside in the district in order to remain enrolled.~~
- ~~Siblings of students currently enrolled in the school~~
- ~~Relatives of staff and governing board members (not to exceed 10% of the total student population)~~
- ~~Students identified as Economically Disadvantaged~~

Students will be considered for admission without regard to the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics).

Pacific View Charter School complies with the necessary laws that establish minimum and

maximum age of attendance, proof of residency, and immunization documentation needed to attend the Charter School.

Admission to PVC shall be open to any eligible student as defined by charter school law up to PVC's staffing and physical layout capacity.

The Charter School shall admit all pupils who wish to attend the Charter School. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or their parent or legal guardian within the state, unless required by Education Code Section 51747.3.

In accordance with Education Code Section 47605(e)(4)(A), the Charter School shall not discourage a pupil from enrolling or seeking to enroll in the Charter School for any reason, including but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), including pupils with disabilities, academically low-achieving students, English Learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth or pupils based on nationality, race, ethnicity, sexual orientation or immigration status. Similarly, in accordance with Section 47605(e)(4)(C), the Charter School does not encourage a pupil currently enrolled at the Charter School to disenroll from the Charter School or transfer to another school for any reason, including but not limited to, the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii) as listed above. Pursuant to Education Code Section 47065(e)(4)(D), the Charter School posts a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(e)(4) and makes this notice available to parents/guardians.

Prior to being admitted to PVC, prospective students and their parents/guardians may attend an informational meeting or tour. They are informed about PVC's instructional program, operational philosophy, and the required parent/guardian involvement and student responsibilities.

In accordance with Education Code Sections 49011 and 47605(e)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

Parents/Guardians understand that admission to Pacific View Charter School demands a significant degree of academic involvement and support of their students. Written Agreements are signed upon enrollment indicating that the parent/guardian and student understand the

requirements for attending Pacific View Charter School.

Admission tests are not required. Students may take diagnostic assessments to ascertain performance levels in mathematics and reading.

Students seeking to enroll must submit a complete and truthful application as a condition of admission, and agree to comply with the charter and the policies in the Student Handbook.

Lottery Procedures

In the event that more students wish to attend than PVC has capacity, a public random drawing will be held. Preference in the drawing shall be extended to students in the following preference categories, which are listed below in order of priority:

- Students currently attending the charter school
- Students residing within the boundaries of the District
- Siblings of students admitted to or attending the Charter School
- Relatives of staff and governing board members (not to exceed 10% of the total student population)

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a wait list according to their draw in the lottery. This wait list will allow students the option of enrollment in the case of an opening during the current school year. In no circumstance will a wait list carry over to the following school year.

Public random drawing rules, deadlines, dates and times will be communicated in the application form and on the Charter School's website. Public notice for the date and time of the public random drawing will also be posted once the application deadline has passed. The Charter School will also inform parents of all applicants and all interested parties of the rules to be followed during the public random drawing process via mail or email at least two weeks prior to the lottery date.

The Board of Trustees will take all necessary efforts to ensure lottery procedures are fairly executed. Lottery spaces are pulled in order of grade level by the designated lottery official (appointed by the Executive Director). Separate lotteries shall be conducted for each grade in which there are fewer vacancies than pupils interested in attending. All lotteries shall take place on the same day in a single location. Lotteries will be conducted in ascending order beginning with the lowest applicable grade level. There is no weighted priority assigned to the preference categories; rather, within each grade level, students will be drawn from pools beginning with all applicants who qualify for the first preference category, and shall continue with that preference category until all vacancies within that grade level have been filled. If there are more students in a preference category than there are spaces available, a random drawing will be held from

within that preference category until all available spaces are filled. If all students from the preference category have been selected and there are remaining spaces available in that grade level, students from the second preference category will be drawn in the lottery, and the drawing shall continue until all spaces are filled and preference categories are exhausted in the order provided above.

The Charter School will conduct the lottery in the spring for enrollment in fall of that year. At the conclusion of the lottery all lottery slips are retained security onsite and remain available for review if requested.

Adopted: 12-07-04

Amended:

Pacific View Charter Board Meeting

May 12, 2026

Administrative**AGENDA ITEM****5.3.4 - Updated Student Policy #6****Information Summary**

Revisions to student policy #6, Student Discipline Policy and Procedure, updates outdated language and ensures alignment with current charter school law and the PVC renewal petition.

Responsible Party

Executive Director Gorence will discuss the updates to Student Policy #6.

Recommended Action:

That the board approves the revisions to Student Policy #6.

Student Discipline Policy and Procedure

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

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

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

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

Pending adoption of an alternative student discipline program, this policy shall serve as the Charter School's policy and procedures for student suspension, expulsion and involuntary removal and it may be amended from time to time without the need to amend 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 Procedure will be printed and distributed annually as part of the Student Handbook which

will clearly describe discipline expectations.

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

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

The Charter School administration shall ensure that students and their parents/guardians¹ are notified in writing upon enrollment of all discipline **and involuntary removal** policies and procedures. The notice shall state that this Policy and **its** Procedure are available online as well as printed upon request from the Main Office.

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

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law ~~mandates~~ **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 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) schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian or, ~~if the student is a foster~~

¹ The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

~~child or youth or a homeless child or youth, the student's educational rights holder, 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 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, him or her of the right to initiate the procedures specified below for suspensions, before the effective date of the action to involuntarily remove the student.~~ If the student's parent/guardian, ~~or educational rights holder initiates the procedures specified below for suspensions,~~ 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 suspensions or expulsions pursuant to the suspension and expulsion procedures described 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 written agreement pursuant to Education Code Section 51747(g).

Alternative Means of Correction^[KU1]

For a student facing discipline for a discretionary offense listed below, the Executive Director may, whenever possible and practicable, provide alternatives to suspension or expulsion. These alternatives shall use a research-based framework with age-appropriate strategies that improve behavioral and academic outcomes while addressing and correcting the student's specific misbehavior.

The Charter School shall not suspend or expel any student based solely on the fact that they are truant, tardy, or otherwise absent from school activities. Violations of the Charter School's attendance expectations shall be addressed in accordance with Independent Study Policy, as applicable.

No student may be suspended or expelled for willful defiance or disruption. Alternatively, Charter School staff may refer a student who engages in willful defiance and/or disruption to the Executive Director or designee for appropriate and timely in-school interventions or supports. Within five (5) business days, the Executive Director or designee shall:

- 1) Document the actions taken and save the document to the student's record
- 2) Inform the referring staff member what actions were taken and if none, the rationale used for not providing any appropriate or timely in-school interventions or supports.

For a student who has been suspended, or for whom other means of correction have been implemented, for an incident of racist bullying, harassment, or intimidation, the Charter School may require both the victim and perpetrator to engage in a restorative justice practice. The Charter School may also require perpetrators to engage in culturally sensitive programs that promote racial justice and equity and combat racism and ignorance.

The Charter School may utilize its Multi-Tiered System of Supports, which includes restorative justice practices, trauma-informed practices, social and emotional learning, and schoolwide positive behavior interventions and support, be used to help students gain critical social and emotional skills, receive support to help transform trauma-related responses, understand the impact of their actions, and develop meaningful methods for repairing harm to the school community.

Administrative Procedures for Pupil Suspension and Expulsion

A. Definitions (as used in this policy)

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

B. Grounds for Suspension and Expulsion of Students; Alternatives

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

Alternatives to suspension or expulsion will be first attempted with students who are truant, tardy, or otherwise absent from assigned school activities, and whose conduct does not warrant the use

of traditional disciplinary methods. In such cases the student will typically be allowed to avoid out-of-school suspension by agreeing to perform community service and following the other conditions of a behavior contract. Alternative consequences for minor misconduct will be developed further in accordance with the Alternative Student Discipline Implementation Plan.

C. Enumerated Offenses

1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts 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, ~~sold~~ 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. **Students who voluntarily disclose their use of a controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended for that disclosure.**
 - 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 his or her own prescription products by a student. **Students who voluntarily disclose their use of a tobacco product in order to seek help through services or supports shall not be suspended solely for that disclosure.**
 - 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.

~~Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.~~

- 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.

~~Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.~~

- 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 any prescription drugs.
- 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 pupil. For purposes of this policy, “hazing” does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an

immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This ~~section~~ **provision** shall apply to students in any of grades 4 to 12, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in ~~subdivision (e) Education Code Section 233 (e) of the Education Code.~~ **Education Code Section 233 (e).** This section shall apply to students in any of grades 4 to 12, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This policy shall apply to students in any of grades 4 to 12, inclusive.
- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of 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.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with their academic performance.

- iv. 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 school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual 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.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another pupil or to school personnel by means of an electronic act that has or student be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

- u) A student who aids or abets, as defined in ~~Section 31 of the Penal Code~~ **Section 31**, 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 Executive Director or designee's concurrence.
2. **Non-Discretionary Suspension Offenses:** Students must be suspended and recommended for expulsion ~~for any of the following acts~~ when it is determined the student:
- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other **destructive device dangerous object** unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.
 - 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 216, 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 ~~for any of the following acts~~ 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, ~~sold~~ 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. **Students who voluntarily disclose their use of a controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended solely for that disclosure.**
 - 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 their own prescription products by a student. **Students who voluntarily disclose their use of a tobacco product in order to seek help through services or supports shall not be suspended solely for that disclosure.**
- 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.

~~Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.~~

- 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.

~~Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.~~

- 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 12, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in ~~subdivision (e) of Section 233 of the Education Code~~ **Section 233(e)**. This provision shall apply to students in any of grades 4 to 12, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.

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

- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of 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.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with their academic performance.
 - iv. 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:
 - i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual 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.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. An act of cyber sexual bullying.

- (a) For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a 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.
 - (b) For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- w) A student who aids or abets, as defined in ~~Section 31 of the Penal Code~~ Section 31, 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).
- x) Possessed, sold, or otherwise furnished any knife **or other dangerous object of no reasonable use to the student** unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee’s concurrence.
- 4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion ~~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** ~~dangerous object~~ unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee’s concurrence.
 - 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 216, 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.

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

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

The Charter School shall 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 3 ½ 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 ~~(A)~~ any explosive, incendiary, or poison gas, including but not limited to: (A) bomb, (B) grenade, (C) rocket having a propellant charge of more than four ounces, (D) missile having an explosive or incendiary charge of more than one-quarter ounce, (E) mine, or (F) device similar to any of the devices described in the preceding clauses.

D. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

- 1) Informal Conference

Suspension shall be preceded, if possible, by a conference conducted by the Executive Director or ~~the Executive Director’s~~ 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 Executive Director or designee.

The conference may be omitted if the Executive Director or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference,

both the parent/guardian and the 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 them 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. ~~No penalties~~ **Penalties shall not 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 by **email**, telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student. ~~In addition, the notice may also state~~ **as well as** the date and time when 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 Executive Director or designee, the student and the student's parent/guardian ~~or representative will~~ **shall** 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 or the student's parents, unless the student and the student's parents fail to attend the conference.

This determination will be made by the Executive Director or designee upon either of the following determinations: 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 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.

E. Authority to Expel

As required by Education Code Section 47605(b)(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 by the Charter School Board of Trustees upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board of Trustees as needed. The Administrative Panel shall consist of at least three members who are certificated and neither a teacher of the student nor a member of the Charter School Board of Trustees. 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 Trustees shall make the final determination.

F. Expulsion Procedures

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

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under 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. An explanation of 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. An explanation of the right to inspect and obtain copies of all documents to be used at the hearing;
7. An explanation of the opportunity to confront and question all witnesses who testify at the hearing;
8. An explanation of the opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

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

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the 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 he/she 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 hearing room 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 circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

H. Record of Hearing

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

I. Presentation of Evidence

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

If, due to a written request by the expelled 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 r testimony heard in a session closed to the public.

J. Expulsion Decision T

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

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

K. Written Notice to Expel

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

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

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

L. Disciplinary Records

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

M. No Right to Appeal

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

N. Expelled Students/Alternative Education

Parents/guardians of 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.

O. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board of Trustees 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.

P. 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 Trustees following a meeting with the Executive Director or designee and the student and 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 Executive Director or designee shall make a recommendation to the Board of Trustees following the meeting regarding the Executive Director or Designee's determination. The Board shall then make a final decision regarding readmission 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**.

Q. Notice to Teachers

The Charter School shall notify teachers of each student who has engaged in or is reasonably

suspected to have engaged in any acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

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/guardian, 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 parent/guardian 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/guardian, 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 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 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 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.~~

4. Special Circumstances

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

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

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

5. Interim Alternative Educational Setting

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

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

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

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

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent/guardian has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

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

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

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

Adopted: 12-07-04

Amended: 7-20-2010
9-18-2018

Pacific View Charter Board Meeting

May 12, 2026

Administrative

AGENDA ITEM

5.3.5 - 2027-2032 Petition for Charter Renewal

Information Summary

The 2027–2032 Charter Renewal Petition seeks approval from Oceanside Unified School District for the continued operation of Pacific View Charter School for an additional five-year period. The petition outlines the school's academic programs, governance framework, financial management, and operational plans, demonstrating alignment with state charter laws and priorities. It includes student performance data, progress toward established goals, and ongoing initiatives to promote equitable outcomes for all students.

Following board review and approval, the petition will be submitted to the Oceanside Unified School District for consideration. The submission will initiate the formal review and approval timeline established by the California Department of Education.

Responsible Party

Executive Director Gorence will discuss the 2027-2032 Petition for Charter Renewal.

Recommended Action:

That the board approves the 2027-2032 Petition for Charter Renewal as presented.

Pacific View Charter School
Petition for Charter Renewal
July 1, 2027 - June 30, 2032

To be provided separately

Pacific View Charter Board Meeting

May 12, 2026

Curriculum**AGENDA ITEM****5.4.1 - Driver's Education Course Outline****Information Summary**

The course was updated with additional student outcomes and a change in the instructional materials.

Responsible Party

Director of Curriculum and Instructions Gibson will discuss the Driver's Education Course Outline.

Recommended Action:

That the Board approves the Driver's Education Course Outline as presented.



PACIFIC VIEW CHARTER SCHOOL

Pacific View Charter School Course Outline

Course Title: Driver Education
Department: Elective

Course #: 1196
Credits: 5.0

Course Description:

This course provides a foundation in responsible driving theory. Emphasis is placed upon the mechanics of driving, the execution of driving operations, and the rules of safe driving. It aligns with the California State Standards for Driver's Education and is approved by the DMV.

Student Outcome:

The student will be able to:

- Understand driving, mobility, and traffic laws
- Understand the basics of vehicle control, including checks prior to driving, basic control tasks, and basic maneuvers
- Apply the ideas of effective and defensive driving
- Understand the challenges to vehicle control, including light and weather conditions, environmental challenges, and vehicular emergencies
- Understand the idea of driving readiness, including physical, psychological, and social readiness, and handling social pressure
- Understand driving, mobility, and traffic laws
- Explain the state driver licensing requirements.
- Explain the effects of driving while impaired or distracted.
- Differentiate among the various regulatory signs, warning signs, information signs, and pavement markings.
- Analyze vehicle operations, performance, and maintenance.
- Understand the basics of vehicle control, including checks prior to driving, basic control tasks, and basic maneuvers
- Understand the foundations of effective and defensive driving
- Explain driving requirements when sharing the road with others
- Have a basic understanding of California vehicle codes.
- Understand the challenges to vehicle control, including light and weather conditions, environmental challenges, and vehicular emergencies

Instructional Materials: ~~Responsible Driving, Francis C. Kenel~~ California Driver's Handbook

Board Approval:

Pacific View Charter Board Meeting

May 12, 2026

Personnel**AGENDA ITEM****5.5.1 - 26-27 Employee Handbook****Information Summary**

New legislative changes to employment law have been reflected in the 26-27 Employee Handbook. The revised handbook will be distributed electronically to all staff at the beginning of the school year.

Responsible Party

HR & Business Services Coordinator Hernandez will discuss the changes incorporated in the 26-27 Employee Handbook.

Recommended Action:

That the Board approves the 26-27 Employee Handbook as presented.



PACIFIC VIEW CHARTER SCHOOL

A California Public School

EMPLOYEE HANDBOOK 202~~6~~5-202~~7~~6

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

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

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

EMPLOYEE NAME: _____

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

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

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

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

Employee's Signature: _____ Date: _____

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

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DRAFT

WELCOME STATEMENT

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

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

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

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

Erin Gorence
Executive Director

INTRODUCTION TO HANDBOOK

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

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

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

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

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

CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Is Our Policy

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

- Race (including traits ~~historically~~ associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including reproductive health decision-making, pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken 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 protects qualified individuals based on the perception that the individual has any of these characteristics or any combination of these characteristics, or is associated with an individual who has, or is perceived to have, any of these characteristics or a combination of these characteristics.

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

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

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. The School will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. The School will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

Employment At-Will

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

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

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

Child Abuse and Neglect Reporting

This policy applies to all School employees, volunteers, contractors, and Governing Board (“Board”) members (collectively referred to as “mandated reporters” herein).¹

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.

¹ This policy does not apply to student board members under Education Code 47604.2, or otherwise.

The School will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to individuals ~~employees~~ who are mandated reporters. Mandated reporter training will also be provided to all qualifying individuals who begin their service midyear. Independent contractors are required to complete their own training~~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. Training will also be provided on the prevention of abuse, including sexual abuse and assault, of children on School grounds, by School personnel and volunteers, or in School-sponsored programs.

All individuals who are ~~employees~~ required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of the start of each school year or within the first six (6) weeks of that individual beginning service for the School. The School will maintain documentation of all completed training~~employee's employment~~.

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

Criminal Background Checks

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Similarly, convictions involving crimes of moral turpitude (e.g., fraud), child abuse or neglect, violence, or any offense which may make the employee unsuitable/undesirable to work around students may also serve as a bar to employment at the School. Additionally, should an employee, during his/her employment with the School, be arrested for, charged with, or convicted of any offense during his/her employment with the School, the employee must immediately report as much to the Executive Director.

Tuberculosis Testing

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

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving

under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

Immigration Compliance

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

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (*e.g.*, threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant. If a search of employee records is authorized by a valid subpoena or judicial warrant, the School will give employees notice of the inspection both before and after it has occurred as required by law.

McKinney-Vento Act's Education for Homeless Children and Youth Program Notification

The McKinney-Vento Act defines homeless children and youth as individuals who lack a fixed, regular, and adequate nighttime residence. This definition also encompasses:

- Children and youth who are living with others due to housing loss, financial difficulties, or similar reasons
- Children and youth who may be living in motels, hotels, trailer parks, or shelters
- Children and youth whose primary nighttime residence is a public or private place not intended or typically used for regular sleeping accommodations for people
- Children and youth living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar locations, or
- Migratory children qualify as homeless if they are living in similar circumstances as those mentioned above.

It is essential that children and youth experiencing homelessness must receive the full protections and services offered under all federal and state laws regarding homeless education. Homeless children and youth have equal access to the same free, appropriate public education, including public preschool education, as other children and youth. Pacific View evaluates and take steps to amend, regulations, practices, or policies that may hinder the identification, enrollment, attendance, or success of homeless children and youth in school. The homeless liaison ensures that children and youth experiencing homelessness are identified by school staff through outreach and coordination activities

with other entities and agencies. To guarantee that students in homeless situations are recognized, homeless liaisons will

- Post notices about the rights of homeless students in community locations where families and young people in homeless situations are likely to see them.
- Ensure a housing questionnaire is part of Pacific View’s enrollment packet to assess potential eligibility.
- Raise awareness and provide professional development opportunities regarding the definition of homelessness and the rights afforded to eligible students
- Include information about McKinney-Vento eligibility and services in student handbooks, on the website, and in brochures.

Professional Boundaries: ~~Staff~~Adult/Student Interaction Policy

This policy applies to all Pacific View employees, volunteers, contractors, and governing Board (“Board”) members² (collectively referred to as “adults” herein).

The School recognizes its responsibility to make and enforce all rules and regulations governing student and ~~adult employee~~ behavior to bring about the safest and most learning-conducive environment possible. This policy is available on the School’s website at ~~[LINK]~~ <https://www.pacificview.org/title-ix>

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 ~~individual’s employee’s~~ use of force that is reasonable and necessary to protect the ~~individual 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 ~~employees, volunteers, contractors, and Board members~~~~personnel~~:

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring a student on 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.

² This policy does not apply to student board members under Education Code 47604.2, or otherwise.

B. Examples of PROHIBITED actions (i.e., 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~~Adult/Student Behavior

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

Although this policy gives specific, clear direction, it is each adult's ~~staff member's~~ obligation to avoid situations that could prompt suspicion by parents/guardians, students, colleagues, or ~~s~~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 an adult ~~staff members~~ while interacting with a student, whether during school hours or outside of school hours, including through social media platforms, text messaging, and other forms of communication that do not otherwise include a student's parent/guardian. Trespassing the boundaries of a student/adult~~teacher~~ relationship is deemed an abuse of power and a betrayal of public trust.

Professional boundaries apply not only between students and staff, volunteers, and contractors, and Board members, but also among and between students, and among and between adults employed, volunteering, or under contract with the School. All members of the School community are expected to maintain professional conduct that models appropriate behavior and fosters a safe and respectful learning environment. Additionally, all facilities/areas under School control shall be effectively supervised to promote a safe environment for students and individuals performing services on behalf of the School.

Some activities may seem innocent from an adult's ~~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 adults~~staff~~ and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Adults~~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 adults ~~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, adult/~~student~~/~~staff~~ interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any ~~adult employee~~ reasonably suspects or believes that another ~~individual staff member~~ may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a ~~S~~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. ~~Adults 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~~Adult/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.
- (k) Communication with students via an employee's personal accounts such as email, text message, and/or social media.
- (l) Engaging in any electronic, digital, or social media communication with a student that is not School-related.
- (m) Any form of grooming behavior, including conduct designed to build secrecy or inappropriate trust.

Unacceptable ~~Adult~~Staff/Student Behaviors without Parent and Supervisor Permission

(These behaviors should only be exercised when adults have a staff member has parent/guardian 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~~Adult/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. Adults must Staff members ~~should inform a School administrator 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 ~~Adult 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 within School-provided platforms must be ~~very~~—professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.
- (g) Keeping parents informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing the Executive Director about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another ~~adult staff member~~ to be present if you will be alone with any ~~type student with~~ of special needs student.
- (o) Asking another ~~adult 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.
- (t) Documenting any interaction with a student that may be crossing boundaries set forth in this policy, including any electronic communication.

Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

Pacific View is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. Pacific View's policy prohibits unlawful harassment, discrimination, and retaliation based upon: race (including traits ~~historically~~ associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including reproductive health decision-making, pregnancy, childbirth, breastfeeding, and related medical conditions); sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about

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

This policy protects qualified individuals based on the perception that the individual has any of these characteristics or any combination of these characteristics, or is associated with an individual who has, or is perceived to have, any of these characteristics or a combination of these characteristics.

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

Pacific View does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other person with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to the Executive Director or designee. When Pacific View receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the Executive Director) or the Executive Director or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. Pacific View is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

Prohibited Unlawful Harassment

The following examples are not an exhaustive list:

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

Prohibited Unlawful Sexual Harassment

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

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical

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

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

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

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

Sexual harassment may include, but is not limited to:

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

submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.

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

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

Title IX Notice of Nondiscrimination

Pacific View does not discriminate on the basis of sex and prohibits any acts of sex discrimination including sex-based harassment in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 et seq.) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Charter School Title IX Coordinator, the Office for Civil Rights of the U.S. Department of Education, or both.

All complaints and reports of conduct that may constitute sex discrimination including sex-based harassment should be submitted to our Title IX Coordinator, who can be reached at:

[INSERT TITLE IX COORDINATOR INFORMATION]

Student/Parent Complaints should be sent to our Title IX Coordinator, who can be reached at:

Gayl Johnson

3670 Ocean Ranch Blvd, Oceanside, CA 92056

Phone: 760-757-0161 x 109

Email: gjohnson@pacificview.org

All Staff Complaints should be sent to the HR Department/ Title IX Staff Coordinator below or the Executive Director if the complaint refers to the HR Department:

Zuleyma Hernandez

3670 Ocean Ranch Blvd, Oceanside, CA 92056

Phone: 760-757-0161 x 148

Email: zhernandez@pacificview.org

A copy of Pacific View's Title IX Policy, which includes the specific rules and procedures for reporting sex discrimination and sex-based harassment occurring within Pacific View's education program or activities and for pursuing available remedies, is available on the Pacific View website at: [\[INSERT LINK\] https://www.pacificview.org/title-ix](https://www.pacificview.org/title-ix)

Policy Prohibiting Workplace Violence

Statement of Policy

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

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

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

Definitions

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

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

Enforcement

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

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

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

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

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

Whistleblower Policy

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

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

Drug and Alcohol-Free Workplace

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

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

This policy does not prohibit an employee's use of cannabis off the job and away from the workplace.

Confidential Information

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly

confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

Conflict of Interest

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

Hiring Relatives

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

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

If two (2) employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. Pacific View will attempt to identify other available positions, and the employees will have thirty (30) days to decide which individual will remain in his/her current position. If no alternate position is available, the employees will have thirty (30) days to decide which employee will remain with Pacific View. If this decision is not made in the time allowed, Pacific View will make the decision.

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

Smoking

~~All Pacific View facilities are no smoking facilities.~~ It is the policy of Pacific View to prohibit smoking and vaping on all School premises and at off-campus School-sponsored events. Additionally, smoking is prohibited within 250 feet of any facility or park where a School sports event is taking place.

THE WORKPLACE

Employment Status

Employees at Pacific View are classified into the following categories:

Full-Time Nonexempt Employees

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

Part-Time Nonexempt Employees

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

Temporary Employees

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

Exempt Employees

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

Nonexempt Employees

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

Job Duties

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

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

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

Operation of Vehicles

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

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

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

Use of Equipment

All Pacific View property including but not limited to desks, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, office telephones, cellular telephones, modems, facsimile machines, duplicating machines, and vehicles must be used properly and maintained in good working order. Employees who lose, steal, or misuse Pacific View property may be personally liable for replacing or fixing the item and may be subject to discipline, up to and including discharge.

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

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

visitors. All bills and other documentation related to the use of Pacific View equipment or property are the property of Pacific View and may be reviewed and used for purposes that Pacific View considers appropriate.

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

Use of Stationery & Mail Services

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

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

Employee Property

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

Solicitation & Distribution of Literature

Pacific View has established rules, applicable to all employees, to govern solicitation and distribution of written material during working time and entry onto the premises and work areas. All employees are expected to comply strictly with these rules.

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

As used in this policy, "working time" includes all time for which an employee is paid and/or is scheduled to be performing services for Pacific View; it does not include break periods, meal periods,

or periods in which an employee is not, and is not scheduled to be, performing services or work for Pacific View. Nothing in this policy is intended to interfere with employees' ability to engage in protected activities per applicable law.

Employee Parking

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

Bulletin Boards

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

Work Schedule

Business hours are normally 8:00 a.m. – 4:00 p.m. Monday through Friday. The regular workday schedule for nonexempt employees is eight (8) hours scheduled between the hours of 7:15am – 4:30pm; 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. Exempt employees may elect to complete the last thirty (30) minutes of each workday from their home or another location, provided they are not otherwise required to be on campus to address School, student, parent, etc. needs. Employees must provide advance notice to the supervisor if they intend to leave campus for this purpose and must remain available by email and/or phone despite being off-campus until their scheduled workday is completed.

Meal and Rest Periods

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

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

An employee's supervisor must be aware of and approve scheduled meal and rest periods. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest

periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.

Lactation Accommodation

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

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

Attendance and Tardiness

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

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

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

Timecards/Records

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

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

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

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

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

Use of Email, Voicemail and Internet Access

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

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

Personal Business and Personal Cell Phone Use

Pacific View's facilities for handling mail and telephone calls are designed to accommodate School business. Employees should have personal mail directed to their home address and limit personal telephone calls to an absolute minimum. Pacific View recognizes that personal calls and electronic communications may occasionally need to be made during the workday. These communications

should be made during the employee's designated break or lunch time or before or after school. The following are additional guidelines related to cell phone usage during working hours:

1. While working in the classroom, cell phones should be turned to Vibrate, Silent, or Off mode to minimize classroom interruptions.
2. At no time should an employee be talking on the cell phone while working with or supervising students.
3. Cell phones may not be used to take pictures of children or record any activity in the classroom for personal use.

~~Personal calls should not be made outside the immediate dialing area.~~ Do not use School material, time or equipment for personal projects.

Social Media

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

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

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

Personal Appearance/Standards of Dress

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

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

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

Telework Policy

Purpose

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

Definition

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

General Requirements

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

Eligibility Considerations

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

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

Supervisor Responsibilities

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

Work Schedule and Accessibility

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

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

Communication and Accessibility

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

Telework Site

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

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

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

Supplies, Equipment, and Furniture

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

Information and Security

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

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

Performance Standards

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

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

Conditions of Employment

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

Evaluation and Duration

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

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

Health and Safety Policy

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

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

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

Security Protocols

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

Occupational Safety

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

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

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

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

Accident/Incident Reporting

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

Reporting Fires and Emergencies

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

Emergency Contact

Employees are entitled to choose an emergency contact to be contacted by Pacific View in case of emergency. The School will notify an employee's designated emergency contact if the employee is arrested or detained at work but only if the employee has designated an emergency contact for this purpose, and only if the School has actual knowledge of the arrest.

Workplace Rights

All employees are entitled to know and exercise their workplace and constitutional rights. Labor laws, including but not limited to standards for wages, hours, and health and safety, apply to all workers in the state regardless of immigration status. See **Appendix C** for a pamphlet from the State of California Department of Industrial Relations regarding employee rights at the School.

EMPLOYEE WAGES AND HEALTH BENEFITS

Payroll Withholdings

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

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability. These contributions also cover Paid Family Leave (PFL) benefits to those out of work to care for a seriously ill family member or bond with a new child. SDI and PFL benefits are managed by California Employment Development Department (EDD) and are not determined by the School
5. CalSTRS or CalPERS Contributions: The School participates in the California State Teachers' Retirement System (CalSTRS) and the California Public Employees' Retirement System (CalPERS), which are pension programs that provide defined benefits to qualifying members in retirement. Employees will have a percentage of their pay withheld to contribute to CalSTRS or CalPERS, and the School will also make a monthly contribution on the employees' behalf.

Employees may also have deductions made to their paychecks when a wage overpayment occurs. The School will provide the employee with a written notice which describes the wage overpayment and will afford the employee an opportunity to respond before commencing any recoupment action. If the employee disputes the wage overpayment, the School shall initiate a legal action to validate the overpayment before proceeding with recoupment. The School may require the employee to reimburse an overpayment through a mutually agreeable method, including through cash repayment or a deduction of the employee's payroll check, among other options. An employee who is separated from employment before full repayment of the overpayment amount shall have any remaining amounts withheld from their final check. The School also reserves the right to exercise any and all other legal means to recover any additional amounts owed. The School shall provide employees with advance written notice of the deduction prior to the pay period when it will go into effect.

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

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

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

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

Overtime Pay

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

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

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

Payment of Wages

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

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

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

Wage Attachments and Garnishments

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

Professional Growth

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

Medical Benefits

Eligibility

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

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

When Coverage Starts

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

COBRA Benefits

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

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

- Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or

- Hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making an employee ineligible for the plan.

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

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

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

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

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

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

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

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

PERSONNEL EVALUATION AND RECORD KEEPING

Employee Reviews and Evaluations

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

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, an employee will be required to sign the evaluation report simply to acknowledge that it has been presented to them, that they have discussed it with the Executive Director/Designee, and that they are aware of its contents.

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

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

Personnel Files and Record Keeping Protocols

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

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

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator,

administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

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HOLIDAYS, VACATIONS AND LEAVES

Holidays

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

- New Year's Day
- Martin Luther King Jr. Birthday
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day

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

Vacation

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

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

The vacation policies apply exclusively to the aforementioned employee groups with the exception

of contractual agreements voted on by the Board of Trustees.

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

Accrued vacation carries over from year to year up to a maximum of twenty-four (24) days for CCSS employees and forty-six (46) days for ELS employees. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap. Pacific View reserves the right to “cash out” all or some of an employee’s accrued vacation at any time. With the exception of the “cash out” policy, no employee shall be required to forfeit vacation accrued prior to the adoption of this policy.

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

Unpaid Leave of Absence

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

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

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

Sick Leave

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, the School offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) or a designated person (i.e., a person identified by the employee at the time the employee requests sick leave) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees are limited to one (1)

designated person per twelve (12) month period. Employees may also take paid sick leave to receive medical care or other assistance to address qualifying acts of violence, including but not limited to instances of domestic violence, sexual assault, or stalking that are committed against themselves or a family member.

Additionally, paid sick leave may be used by employees who are victims or family members of victims of specified crimes to attend judicial proceedings. Paid sick leave may also be used to serve on a jury or when ordered by a court or subpoenaed to testify in court as a witness.

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 forty (40) hours of sick leave at the beginning of each work year. Furthermore, all full-time employees will accrue additional sick leave per month worked for a total of Pacific View per full work year.

Employees cannot use paid sick leave until the ninetieth (90th) calendar day following the employee's start date. Sick leave must be taken by eligible employees in increments of ¼ (0.25) hours. Accrued sick leave does not carry over from year to year and the School does not pay employees in lieu of unused sick leave.

Salaried employees will accrue paid sick leave at the rate of one (1) day per month worked allotted to each school year. Hourly employees will accrue paid sick leave at the rate of one (1) hour for every thirty (30) hours worked. Accrued sick leave carries over from year to year; however, no hourly employee may accrue more than eighty (80) hours of sick leave. Once an hourly employee reaches this accrual cap, no further paid sick leave shall accrue. The School does not pay employees in lieu of unused sick leave.

Employees absent longer than four (4) consecutive days due to illness may be required to provide medical evidence of their illness and/or medical certification of their fitness to return to work satisfactory to the School may be required. The School will not tolerate abuse or misuse of the sick leave privilege. If the School suspects abuse of sick leave, the School may require a medical certification from an employee verifying the employee's absence.

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

Personal Necessity Leave

All salaried employees may use up to seven (7) days of sick leave for personal necessity leave per year. Employees may use up to five (5) days of personal necessity for personal business with prior approval. Uses of personal necessity leave may include, but are not limited to, death or serious illness of a member of the employee's immediate family (this is in addition to Bereavement Leave), an accident involving the employee's person or property, or the person or property of an immediate family member, adoption of a child, the birth of child making it necessary for an employee who is the parent of the child to be absent from their position during work hours. Final approval of leave shall

be determined by the Executive Director. Employees must request leave at least one (1) week in advance unless an emergency situation occurs. Personal necessity and personal business leave are part of sick leave, do not accrue year to year, and are not paid out upon separation from employment.

Catastrophic Illness Leave

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

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

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

2. “Castastrophic Leave for a Natural Disaster” shall be a leave for an employee who faces financial hardship because the employee has exhausted all of his/her accrued leave and is unable to work due to the effect/ impact of the natural disaster on the employee’s residence.

a) The Employee resides in one of the counties where a state of emergency exists as declared by the Governor.

3. Upon requesting donations under this program, the employee shall provide verification of the catastrophic injury or illness. Verification shall be made by means of a letter, dated and signed by the sick or injured person’s physician indicating the incapacitating nature and probable duration of the illness or injury. The School’s Executive Director, or designees, shall determine that the employee is unable to work due to the employee’s or his or her family member’s catastrophic illness or injury.

- 2.4. Upon requesting donations under the Catastrophic Leave for a Natural Disaster, employee should provide documentation showing the employee’s primary residence is in a county with a declared state of emergency and is affected by the natural disaster. The School’s Executive Director, or designee, shall determine the employee is unable to work due to the effects of the natural disaster on the employee’s primary residence.

- 3.5. On forms prepared and approved by the School, any employee may donate up to two (2) days member has suffered a catastrophic illness or injury, or has been impacted by a state of emergency as declared by the Governor and who has exhausted all fully paid leaves. (Current year sick leave days advanced, but not yet earned, may not be donated). The Pacific View Executive Director, or designee, shall approve the transfer of eligible leave.

- 4.6. The Pacific View Executive Director or designee shall determine:

- a. That the employee is unable to work due to the employee's or his/her family member's catastrophic illness or injury; ~~and~~
 - ~~a.b.~~ The Employee is unable to work due to the impact of a state of emergency on the employee; and
 - ~~b.c.~~ That the employee has exhausted all accrued paid leave.
- ~~5.7.~~ When the above verification and determinations are made, the Pacific View Executive Director or designee may approve the transfer of sick leave.
- ~~6.8.~~ The Pacific View Executive Director or designee shall inform employees of the means by which donations may be made in response to the employee's request.
- ~~7.9.~~ Any employee, upon written notice to the School, may donate accrued sick leave to the requesting employee at a minimum of one (1) day, prorated per donating employee work day, and in one (1) hour increments thereafter. All transfers of eligible leave shall be irrevocable.
- ~~8.10.~~ To ensure that employees retain sufficient accrued sick leave to meet their own needs, donors shall not reduce their accumulated sick leave to a level which would create a hardship on themselves. Employees cannot donate an amount of sick leave which would leave their own balance at less than ten (10) days.
- ~~9.11.~~ An employee who receives paid leave pursuant to this program shall use any leave that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program.
- ~~10.12.~~ The employee who is recipient of the donated leave shall use such leave in compliance with their approved Catastrophic Leave Application.
- ~~11.13.~~ The Pacific View Executive Director or designee shall ensure that all donations are confidential.

General Information Regarding Leaves of Absence

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

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

Pacific View may hold in abeyance or proceed with any counseling, performance review, or

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

Family Care and Medical Leave

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

- **Employee Eligibility Criteria**

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

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

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

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).
 - a. A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - b. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits him/her to the facility with the expectation that he/she will

remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

- c. “Incapacity” means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - d. “Continuing treatment” means ongoing medical treatment or supervision by a health care provider.
- 3. To care for a spouse, domestic partner, child, or parent with a serious health condition, a qualifying family member may also include a parent-in-law, grandparent, grandchild, sibling, or designated person for CFRA purposes. “Designated person” refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship. Employees are limited to one (1) designated person per twelve (12) month period.
- 4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.
- 5. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.
- Amount of FMLA/CFRA Leave Which May Be Taken
 - 1. FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight (8) hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.
 - 2. In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.
 - 3. The “twelve-month period” in which twelve (12) weeks of FMLA and CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.

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

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

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

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

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

- Seniority

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

- Medical Certifications

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

- Procedures for Requesting and Scheduling FMLA/CFRA Leave

1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the Executive Director/designee. An employee asking for a Request for Leave form will be given a copy of the School’s then-current FMLA/CFRA leave policy.
2. Employees should provide not less than thirty (30) days’ notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her

qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.

3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
 5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
 6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
 7. The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
 1. Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave.
 2. When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
 3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.

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

- Employment during Leave

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

Pregnancy Disability Leave

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

- Employee Eligibility Criteria

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

- Events That May Entitle an Employee to Pregnancy Disability Leave

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

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

- Duration of Pregnancy Disability Leave

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

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours

per week, “four months” means 346.5 hours of leave entitlement (20 hours per week times 17 $\frac{1}{3}$ weeks). For an employee who normally works forty-eight (48) hours per week, “four months” means 832 hours of leave entitlement (48 hours per week times 17 $\frac{1}{3}$ weeks).

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

- Pay during Pregnancy Disability Leave

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

- Health Benefits

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

1. The employee fails to return from leave after the designated leave period expires.
2. The employee’s failure to return from leave is for a reason other than the following:
 - The employee is taking leave under the California Family Rights Act.
 - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
 - There is a non-pregnancy related medical condition requiring further leave.
 - Any other circumstance beyond the control of the employee.

- Seniority

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

- Medical Certifications

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

- Requesting and Scheduling Pregnancy Disability Leave

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Executive Director/Designee. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which ~~he or she is~~they 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, ~~they she~~ must be reinstated to a comparable position unless one of the following is applicable:
 - a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
 - b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

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

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

- Employment during Leave

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

Industrial Injury Leave (Workers' Compensation)

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

- Medical care;

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

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

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

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

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

Military and Military Spousal Leave of Absence

The School shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services or the Federal Emergency Management Agency ("FEMA") reserves who deploy to major disaster sites in accordance with the Uniformed Services Employment

and Re-Employment Rights Act of 1994 (“USERRA”). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

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

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

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

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

Bereavement Leave

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of bereavement leave due to the death of a covered family member (spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law). Regular (non-substitute or temporary) employees are entitled to up to three (3) days of pay during bereavement leave. For all other employees, bereavement leave shall be unpaid unless an employee elects to use available accrued/unused paid leave. Bereavement leave must be utilized within three (3) months of the covered family member’s date of death. Bereavement pay will not be used in computing overtime pay. Upon request, an employee may be required to provide documentation of the death of a covered family member.

Employees may also be granted up to one (1) full day of paid bereavement leave if an employee wishes to attend the funeral of a relative who is not in the employee’s immediate family.

Reproductive Loss Leave

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of leave upon the employee experiencing a reproductive loss event. A reproductive loss event includes any failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. Reproductive loss leave must be used within three (3) months of a reproductive loss event. Employees may take up to twenty (20) days of leave due to qualifying reproductive loss events within a twelve (12) month period. Reproductive loss leave shall be unpaid unless the employee elects to use available accrued/unused paid leave. Reproductive loss leave shall not be used in computing overtime pay.

Jury Duty or Witness Leave

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

Voting Time Off

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

School Appearance and Activities Leave

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

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

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the

employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

Bone Marrow and Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a twelve (12) month period. Eligible employees who require time off to donate an organ to another person may receive up to sixty (60) workdays off in a twelve (12) month period.

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

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

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

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

Victims of Abuse Leave

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

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

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

upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

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

Returning From Leave of Absence

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

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

DISCIPLINE AND TERMINATION OF EMPLOYMENT

Rules of Conduct

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

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Unprofessional conduct.
3. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
4. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
5. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
6. Fighting or instigating a fight on School premises.
7. Violations of the drug and alcohol policy.
8. Using or possessing real or replica firearms, weapons or explosives of any kind on School premises.
9. Gambling on School premises.
10. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
11. Recording the time sheet, when applicable, of another employee or permitting or arranging for another employee to record your time sheet.
12. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
13. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
14. Excessive absenteeism or tardiness excused or unexcused.
15. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
16. Immoral or indecent conduct.
17. Conviction of a criminal act.
18. Engaging in sabotage or espionage (industrial or otherwise)
19. Violations of the sexual harassment policy.
20. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
21. Sleeping during work hours.

22. Release of confidential information without authorization.
23. Any other conduct detrimental to other employees or the School's interests or its efficient operations.
24. Refusal to speak to supervisors or other employees.
25. Dishonesty.
26. Failure to possess or maintain the credential/certificate required of the position.
27. Allowing a visitor onto campus without prior authorization and without the appropriate clearances.
28. Failure to disclose a pending action against the employee's credential by the California Commission on Teacher Credentialing.
29. Failure to appropriately supervise students.

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

Off-Duty Conduct

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

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

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at ~~our~~ the School.
- Additional employment that creates an actual or perceived conflict of interest or is incompatible with the employee's position with ~~our~~ the School. This prohibition especially extends to employees providing private tutoring to students which they are currently teaching or servicing.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with ~~our~~ the 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~~ the School's facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of ~~our~~ the School.

Employees who wish to engage in additional employment that may create a real or apparent conflict

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

Termination of Employment

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

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

INTERNAL COMPLAINT REVIEW

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

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

Internal Complaints

(Complaints by Employees Against Employees)

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

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

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

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

Policy for Complaints Against Employees

(Complaints by Third Parties Against Employees)

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

If complaints cannot be resolved informally, complainants may file a written complaint, as soon as possible, after the events that give rise to the complainant’s concerns with the office of the Executive Director or (if the complaint concerns the Executive Director) the HR Department who will forward

it on to the HR Consultant consistent with the process outlined below. The written complaint should set forth in detail the factual basis for the complaint.

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

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

General Requirements

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Board (if a complaint is about the Executive Director) or the Executive Director or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

AMENDMENT TO EMPLOYEE HANDBOOK

This Employee Handbook contains the employment policies and practices of the School in effect at the time of publication.

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

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

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APPENDIX A

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

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

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

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

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

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

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

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present _____

Where did the incident(s) occur? _____

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

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

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

Signature of Complainant

Date

Print Name

Received by: _____

Date

APPENDIX B**INTERNAL COMPLAINT FORM**

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

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present:

Where did the incident(s) occur?

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

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

Signature of Complainant

Date: _____

Print Name

To be completed by School:

Received by: _____ Date: _____



DIR State of California
Department of
Industrial Relations
EST. 1927



California Workplace - Know Your Rights

As a worker in California, you are entitled to know and exercise your workplace and constitutional rights. Labor laws, including but not limited to standards for wages, hours, and health and safety, apply to all workers in the state *regardless of immigration status*.

It is against the law for your employer to retaliate against you for exercising your rights, including:

- Filing a complaint with the Labor Commissioner, Cal/OSHA, the Civil Rights Department, or another government agency.
- Asking about your employer's compliance with federal, state, or local law.
- Talking with others about their rights or helping them exercise their rights under federal, state, or local law.

Examples of illegal retaliation include firing you, reducing your work hours, or threatening to report you or a relative to immigration authorities because you exercised your rights.



Workplace Protections Related to Immigration Status

Your right to Notice of Immigration Inspections ([Labor Code § 90.2](#))

If your employer receives notice of an upcoming immigration agency's inspection of I-9 Employment Eligibility Verification forms or other employment records, your employer must post a notice informing workers and their union representative, if applicable, within 72 hours of receiving that notice.

Your protections against unfair immigration-related practices (*Labor Code §§ 1019-1019.2*)

Under California law, it is unlawful for employers to retaliate against you or threaten immigration-related action when you exercise your rights. An employer is prohibited from taking any of the following actions because you exercised your rights:

- Refusing to accept identification documents during the I-9 process (proof of ID and federal permission to work) that appear to be genuine.
- Using E-Verify in a way not required or authorized by law.
 - For example, using E-Verify to reverify employment eligibility for an employee when not legally required to do so or screening only specific workers rather than all workers in a workplace without a legitimate basis for doing so.
- Reporting or threatening to report you or your family to immigration authorities.
- Filing or threatening to file any false report to the police or a state or federal agency.



Your right to designate an emergency contact (*Labor Code § 1555*)

Your employer must allow you to provide them with emergency contact information and to indicate if you want the emergency contact to be notified if you are arrested or detained at work. If you are arrested or detained at work and your employer has knowledge of it, they must notify your designated emergency contact if you choose that option.



Your right to organize a union or engage in protected activity in the workplace

Most employees in California have the right to organize, join, or participate in union activities. Employees also have the right to jointly act with co-workers to address work-related issues and concerns to improve working conditions or for the purpose of collective bargaining. **This means you have the right to join with coworkers to request better working conditions or raise work-related concerns, including about wages, hours, health and safety, and other terms of employment.** You also have the right to not participate in union activities or protected activities. It is illegal for your employer to:

- Interfere with or discourage your union activity or protected activities.
- Threaten you, or retaliate or discriminate against you, because of your union support or protected activities.



Your rights when interacting with law enforcement, including immigration agents, in the workplace

California workers have certain rights and protections under the U.S. Constitution, *regardless of their immigration status*, including when law enforcement (including a federal immigration agent) approaches you. In addition, under California law, state and local law enforcement cannot assist federal agencies such as ICE with immigration enforcement in most circumstances.

Your right to be free from unreasonable searches (U.S. Constitution, 4th Amendment)

- If law enforcement, including immigration agents, ask if they can search you or your personal belongings, unless they have a judicial warrant specifically authorizing a search of your person or your personal belongings, you have the right to say no.
- If the officer conducts the search, even if you say no – remain calm, do not physically resist, and do not run.

Law enforcement can enter *public areas* without a warrant. Public areas may include a lobby, waiting room, public dining area, or parking lot of a workplace. In most circumstances, law enforcement needs a judicial warrant, signed by a judge, to enter *non-public areas* of your workplace without consent. Non-public areas may include a breakroom, employee restroom, workspace, or any area marked as employees only. Administrative forms, such as an I-200 or I-205, are not a judicial warrant.

In California, your employer is prohibited from providing voluntary consent to an immigration enforcement agent to enter *non-public* areas of the workplace. Without a judicial warrant, your employer must refuse entry to immigration enforcement to *non-public* areas of the workplace.

More detailed information can be found in the DOJ's and LCO's joint Immigrant Worker Protection Act FAQ (<https://oag.ca.gov/system/files/media/ab450-faqs.pdf>).

Your right to be free from unreasonable seizures (U.S. Constitution, 4th Amendment)

- You are protected against unreasonable seizures, which includes detaining or arresting you.
- Law enforcement must have a reasonable suspicion of wrongdoing before they can stop and question or search you. You can ask "Am I being detained?" or "Am I free to leave?" If the officer says that you are not being detained or you are free to leave, then you can walk away calmly.
- An arrest requires probable cause and occurs when a person is taken into custody by law enforcement officers.
- Law enforcement agents do not need a judge-signed warrant to arrest someone in public.
- You have the right to speak to a lawyer if you are arrested. You may be pressured to sign documents. You do not have to sign anything without speaking to an attorney.



Your right to remain silent (*U.S. Constitution, 5th Amendment*)

- Anything you say to law enforcement officers can be used against you in court.
- You have the right to remain silent, even if you are asked about your immigration status.
- If you wish to remain silent, clearly state so, request to speak with an attorney and then remain silent.
- Do not provide false information, false identification, or false documents to an officer. Providing false documents is a federal offense and may carry severe immigration consequences for noncitizens.



Your right to record interactions with law enforcement in public spaces under the 1st Amendment

The public has the right to observe and record officers and government officials carrying out their duties in public. If you choose to record, you should stand a safe distance away and do not interfere with the officer's actions. Physical obstruction or verbal escalation can put your safety at risk and may lead to criminal charges.

Access to legal representation

If you are arrested, you have the right to an attorney. If you cannot afford an attorney, you can get a government-appointed attorney to represent you in a criminal case.

However, if you are arrested by U.S. Immigration and Customs Enforcement (ICE) or U.S. Customs and Border Protection (CBP), which includes Border Patrol, for civil immigration violations, you have the right to consult with a lawyer, but the government is not required to provide a lawyer for you. If you are arrested by ICE or CBP, you may invoke your right to speak with an attorney before saying or signing anything. You may also ask to speak to your consulate who may provide assistance.



Workers' Compensation

You have the right to workers' compensation benefits if you are injured or become ill because of your job. The benefits provide you with medical care for your injury/illness, partially replace the wages you lose while you are recovering, and help you return to work. For additional information, visit www.dir.ca.gov/dwc/ or call 1-800-736-7401.



Who can I contact if I believe my rights have been violated?

If you believe your rights have been violated, below is a list of government agencies where you can seek assistance:

California Department of Industrial Relations (DIR):

California Labor Commissioner's Office (LCO)

Information: (833) LCO-INFO (833-526-4636)

Immigration helpline: (855) 526-7775

www.dir.ca.gov/dlse/

California Division of Occupational Safety and Health (Cal/OSHA)

(833) 579-0927

<https://www.dir.ca.gov/dosh/>

California Division of Workers Compensation (DWC)

(800) 736-7401

dir.ca.gov/dwc/

Other California Agencies:

California Attorney General (AG)

(800) 952-5225

www.oag.ca.gov

California Agricultural Employees Agricultural Labor Relations Board (ALRB)

(800) 449-3699

www.alrb.ca.gov

California Civil Rights Department (CRD)

(800) 884-1684

civildrights.ca.gov/

California Public Sector Employees and Transportation Network Company Drivers Public Employment Relations Board (PERB)

(916) 322-3198

perb.ca.gov

Federal Agencies:

Private Sector Employees National Labor Relations Board (NLRB):

(844) 762-6572

www.nlr.gov

Federal Employees U.S. Federal Labor Relations Authority (FLRA):

(771) 444-5801

<https://www.flra.gov/>

Railway and Airline Employees National Mediation Board (NMB):

(202) 692-5000

https://nmb.gov/NMB_Application/

Non-Governmental Organizations:

You may also contact a nonprofit legal or community-based organization for assistance. For a list of organizations that partner with state agencies to help workers to understand their rights, scan the QR code to the right, or visit www.dir.ca.gov/dlse/Nonprofit-Legal-and-Community-Based-Organizations-Serving-Workers.html.



Pacific View Charter Board Meeting

May 12, 2026

Personnel**AGENDA ITEM****5.5.2 - Revised School Counselor Job Description****Information Summary**

The School Counselor position has been revised to reflect organizational changes following the addition of the School Counseling Coordinator position in July 2024. The new job description includes adjusted reporting responsibilities and updated duties to better support the evolving counseling structure and needs of the school.

Responsible Party

HR & Business Services Coordinator Hernandez will discuss the changes to the School Counselor Job Description.

Recommended Action:

That the Board approves the Revised School Counselor Job Description as presented.



Certificated- Exempt
Job Description- School Counselor

Description of Position:

The School Counselor is directly responsible to the ~~Executive Director~~ School Counseling Coordinator. The School Counselor will assume responsibility for supporting and assisting in the development of ~~for~~ a comprehensive counseling program for students in grades transitional kindergarten through twelve at all school sites. School Counselor will provide services to meet the needs of assigned students by consulting with teachers, staff and parents.

Essential Duties and Responsibilities include but are not limited to the following:

- Participate in, coordinate and conduct activities that contribute to the effective operation of counseling program and school
- Responsible for supporting the School Counseling Coordinator in managing transcripts, request process and input data into SIS
- Evaluate transcripts and create yearly learning planner
- Monitor senior's course completion progress for graduation
- ~~Manage Registration Process~~
- ~~Attend Advisory and Board meetings~~
- Act as liaison with colleges, local businesses and community organizations
- Guide individuals and groups of students through the development of educational and career plans
- Primarily responsible for guiding students' concurrent enrollment in College and Adult High School classes and monitoring of progress through course work.
- ~~Collaborate with Director of Student Services regarding the developmental needs of students~~
- Refer students to appropriate program specialist or community agencies as needed
- Participate in Student Support Teams SST's, 504s and Individual Education Plan (IEPs) upon request
- Maintain knowledge of enrollment process and, student policies, ~~and instructional lab policies~~
- Collaborate with the Director of Curriculum and Instruction to maintain thorough knowledge of school curriculum
- Work collaboratively with Administration on assessment, test data and response to intervention
- Meet with middle school students for college and career guidance and high school planning.
~~8th grade students matriculating into 9th grade~~
- Collaborate with middle school teaching staff in the development of college and career readiness activities and lessons.
- Develop a college and career culture for grades TK-12
- Track data related to student interest in postsecondary options, participation in event and presentations, concurrent enrollment in college courses and adult high school, and other data tracking needs as assigned.
- Collaborate with Marketing Specialist on community relationship development and internship opportunities for students.

- Participate on graduation committee

Other:

- Other duties as assigned
- Pursue continuous professional growth

Requirements:

Education and Experience:

- Pupil Personnel Services Credential authorizing counseling service
- ~~Valid California Teaching Credential~~

Knowledge, Skills, and Abilities (including tests):

- An ability to plan, organize, write with clarity and correctness and work cooperatively with fellow employees, staff, administrators, and parents.
- Onsite work required

Physical Demands:

- Dexterity of hands and fingers to operate a computer keyboard
- Sitting or standing for extended periods of time
- Hearing and speaking to exchange information and making presentations
- Seeing to read a variety of materials

The amount of time for each activity varies depending on daily work load and priority schedules. Some days, sitting could occur more frequently, and on other days standing and walking could occur throughout the workday. May sit for prolonged time when completing projects; however, standing breaks are encouraged.

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Work Environment:

- School office environment
- Constant interruptions
- Evening or variable hours
- Travel between school sites

Reasoning Ability:

- Prioritize, organize and multi-task.
- Set appropriate goals, problem-solve, accept personal accountability for moving in the direction of the Executive Director's goals.
- Interpret, apply and explain rules, regulations, policies and procedures.
- Assist in the preparation of comprehensive narrative and statistical reports.
- Perform under demanding, often stressful and varied work schedules with the ability to remain flexible and focused with interruptions and distractions.

License:

Possession of a valid California Driver's License issued by the Department of Motor Vehicles.

Supervisor: ~~Executive Director~~ School Counseling Coordinator

Work Year: 219 Days

Board Approved: April 21, 2015

Amended: June 27, 2017

May 28, 2024 Effective 7/1/2024

March 11, 2025 Effective 7/1/2025

May xx, 2026

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